



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

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May 21, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

RECOMMENDATION TO APPROVE AMENDMENT WITH WAUSAU FINANCIAL SYSTEMS, INC. TO PROVIDE AN UPGRADE TO THE REMITTANCE PROCESSING AND IMAGE ARCHIVE SYSTEM AND THE RELATED SOFTWARE ESCROW AGREEMENT WITH HYLAND SOFTWARE, INC. AND NATIONAL SOFTWARE ESCROW, INC.

(3 VOTES)

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached amendment to the current Agreement with Wausau Financial Systems, Inc. (WFS), Agreement No. 72748, to provide the Treasurer and Tax Collector (TTC) with an upgraded document/image management system (Optima 3 IMS) and with associated ongoing hardware and software maintenance, with a total maximum County obligation of \$535,976 over the remaining term of the Agreement, twenty-five (25) months.
2. Approve and instruct the Chair to sign the attached tri-party Escrow Agreement (attached as Exhibit J.1 of the Amendment) with Hyland Software, Inc. (Hyland) and National Escrow, Inc. (NSE), to provide escrow services for the Optima 3 IMS software, not to exceed \$1,355 over the remaining term of the Agreement, twenty-five (25) months

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 6, 2000, your Board approved an agreement with WFS for a remittance processing and image archive system. This system was implemented in August 2000

and supports the processing of over six (6) million payment transactions per year for various accounts receivable applications including property tax. The image archive component of the system supports the imaging of the payment transactions and provides a search engine to facilitate the subsequent research associated with the processed transactions.

This amendment to the current WFS agreement will upgrade the existing image archive system component to a more robust document imaging and management system to better meet TTC needs. This system upgrade will support shared system access with the Auditor-Controller (A-C), improve storage and processing capabilities, enhance security, and support additional system users. This upgrade will also provide workflow software and permits the importing of documents from multiple systems. Workflow software will be used by the TTC and the A-C to automate the routing and tracking of property tax correspondence within and between both departments. The ability to import and access documents from multiple systems will enhance and improve research capabilities to respond to requests on payment items. Finally, other client departments who utilize the Department's remittance processing services will also gain the ability to review and research their payment items.

Implementation of Strategic Goals

The system upgrade is in accordance with this Department's approved Business Automation Plan and Department Head Goals. Implementation of these improvements will meet the County's Strategic Plan Goals of Organizational Effectiveness, Service Excellence and Workforce Excellence. The upgraded imaging and workflow processing capabilities will substantially improve electronic document management thereby contributing to the County's goal of a paperless environment. The ability to easily track and monitor correspondence responses will improve our public service capabilities and increase the available tools for the public service staff. The system will also allow for additional performance measurements. Lastly, the sharing of the system with the Auditor-Controller and other remittance processing client departments meets the goal of collaboration among departments to provide seamless service delivery.

FISCAL IMPACT/FINANCING

The maximum amount of the Amendment is \$535,976, of which \$403,959 is for system upgrade costs, \$97,266 for hardware and software maintenance services over the remaining term of the Agreement, \$34,751 for professional and specialized contingency fees, which includes \$1,355 for escrow fees. The cost of the upgrade will be partially offset by reduced maintenance fees of \$36,816 from the existing agreement. The Department has funds appropriated in its current budget to cover the maximum amount of the amendment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County's Chief Information Officer concurs with the department's recommendation. The attached Amendment has been reviewed and approved as to form by County Counsel.

The Amendment contains additional required contract provisions pertaining to WFS providing notification when the Contract Term reaches six months of expiration and when expenditures reach 75% of the Contract Sum, the Jury Service Program, Consideration of Hiring County Employees Targeted for Layoff, Recycled Bond Paper, and Termination for Non-Adherence of County Lobbyist Ordinance.

Language in the recommended Amendment contains clear performance standards and includes monetary assurance provisions for non-performance.

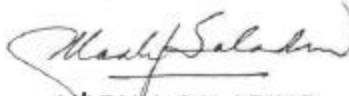
IMPACT ON CURRENT SERVICES

The upgrade is targeted for implementation between high volume processing periods to mitigate any transition issues. Implementation of the upgrade will improve TTC's document management and public service functions and provide for shared system capabilities with the Auditor-Controller and other remittance processing client departments.


CONCLUSION

Instruct the Executive Officer/Clerk of the Board to return two (2) signed originals of the Amendment with WFS; three (3) signed originals of the tri-party Escrow Agreement with Hyland and NSE; and one (1) adopted stamped Board letter to TTC.

Respectfully submitted,


MARK J. SALADINO
Treasurer and Tax Collector

Reviewed by:


JON W. FULLINWIDER
Chief Information Officer
(See Attached Analysis)

MJS:WMH:mh

Attachments

c: Auditor-Controller
Chief Administrative Officer
Chief Information Officer
County Counsel

CIO ANALYSIS

TREASURER AND TAX COLLECTOR AMENDMENT TO
AGREEMENT WITH WAUSAU FINANCIAL SYSTEMS INC.,
AND RELATED SOFTWARE ESCROW AGREEEMNT WITH HYLAND SOFTWARE INC.
AND NATIONAL SOFTWARE ESCROW, INC.

CIO RECOMMENDATION: ☒ **APPROVE** ☐ **APPROVE WITH MODIFICATION**
 ☐ **DISAPPROVE**

Contract Type:

☐ **New Contract** ☒ **Contract Amendment** ☐ **Contract Extension**
☐ **Sole Source Contract**

New/Revised Contract Term: **Base Term: Yrs** **# of Option Yrs**

Contract Components:

☒ **Software** ☒ **Hardware** ☐ **Telecommunications**
☒ **Professional Services**

Project Executive Sponsor: Nancy Morton, Chief Deputy

Budget Information :

Y-T-D Expenditures	\$ 1,886,829
Requested Contract Extension Amount	\$ 535,976
Aggregate Contract Amount	\$ 2,884,287

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?

Project/Contract Description:

The Treasurer and Tax Collector (TTC) is requesting Board approval of the amendment to an agreement with Wausau Financial Systems, Inc. (WFS) for hardware, software and support services required to upgrade the existing Image Archive System and continuing maintenance. Also, TTC is requesting a related tri-party software escrow agreement with Hyland Software and National Escrow, Inc. (NSE). WFS is an authorized reseller of Hyland's software that will be implemented for the upgrade. Both agreements are for the remaining term of the agreement (25 months) and shall not exceed \$535,976 and \$1,355, respectively.

This agreement supports the upgrade of the existing Imaging Archive System to a more robust document imaging and management product called Optima 3 Information Management System (IMS). This system software will provide improved document imaging and management, workflow, Computer Output to Laser Disk (COLD) processing capabilities as well as enhanced system security.

Background:

On June 6, 2000, the Board approved an agreement with WFS for a turnkey Remittance Processing and Image Archive System and continuing hardware and software maintenance and a related software escrow agreement with WFS and DSI Technology Escrow Services. Both agreements were for a term of 60 months. The system was implemented in August 2000 and provides automated processing payment transactions for a variety of County accounts receivable applications, including property taxes, as well as providing image capture and retrieval of payment documents in various TTC public service areas.

TTC is requesting approval of this amendment to the WFS agreement to upgrade the existing image archiving component of the remittance processing system with a more robust document imaging and management product called Optima 3 IMS. This system software will provide improved document imaging and management, workflow, COLD processing capabilities as well as enhanced system security.

Project Justification/Benefits:

This system upgrade will enable a data repository to be shared by the Auditor-Controller (A-C) and other departments. It provides improved storage and retrieval capabilities and enhanced security. The system upgrade will also provide workflow functionality to automate the routing, review and approval of property tax correspondence between TTC and the A-C. TTC personnel will be trained on the use of workflow software and how to apply this technology to automate other departmental business processes.

Project Metrics

The TTC has identified specific tasks and deliverables tied to milestone dates for each project. The contract identifies an escalation process that could lead to monetary penalties for deficient performance.

Impact If Proposal Is Not Approved:

The Department's ability to improve access, retrieval, and distribution of information within TTC and between the A-C and other departments will be constrained if the Board does not improve this amendment. Also, the inability to apply workflow will exclude potential productivity and public service improvements.

Alternatives Considered:

The Department leveraged its existing WFS agreement to obtain this system upgrade. No other alternatives were considered.

Project Risks:

The project risks are minimal. WFS will be configuring document imaging and management application at their facility based on the TTC's requirements and specifications. WFS is scheduled to install, test, and implement the fully configured system hardware and software for production use at the Department's location prior to tax season in October 2003 to minimize business disruption.

Risk Mitigation Measures:

The system application software, operating system software, and hardware will be set-up, configured and tested at the vendor's facility before full implementation at TTC. Implementation of the system upgrade is targeted for mid-September 2003 to mitigate potential disruptions in TTC operations. The upgraded software stores images in Tag Image File Format (TIFF), a flexible and platform independent format that is supported by numerous imaging applications. This enables TTC to easily migrate to a new software application if necessary.

Financial Analysis:

TTC has spent \$1,886,829 year-to-date on their existing agreement with WFS. The maximum contract amount of the Amendment is \$535,976, of which \$403,959 is for system upgrade costs, \$97,266 for hardware and software maintenance services over the remaining term of the Agreement, and \$34,751 for professional and specialized contingency fees, which includes \$1,355 for escrow fees. The cost of the upgrade will be partially offset by reduced maintenance fees of \$36,816 from the existing agreement. The Department has funds appropriated in its current budget to cover the maximum amount of the amendment.

CIO Concerns:

None

CIO Recommendations:

The CIO recommends approval of this agreement.

CIO APPROVAL

Date Received: 5/21/03
Prepared by: Chris Melendez
Date: 5/21/03
Approved: [Signature]
Date: 05/21/2003

**AMENDMENT NUMBER ONE TO
AGREEMENT FOR REMITTANCE PROCESSING AND
IMAGE ARCHIVE SYSTEM
(COUNTY AGREEMENT NUMBER 72748)**

This Amendment Number One is entered into by and among the County of Los Angeles (hereafter "COUNTY") and Wausau Financial Systems, Inc., a Wisconsin corporation (hereafter "CONTRACTOR").

WHEREAS, on June 6, 2000, COUNTY and CONTRACTOR entered into Agreement Number 72748 (hereafter "Agreement") for the provision of a Remittance Processing and Image Archive System (hereafter "Remittance Processing & Image Archive"); and

WHEREAS, Paragraph 62 (New Technology) of the Agreement requires CONTRACTOR to apprise COUNTY of new technologies, methodologies and techniques which CONTRACTOR considers to be applicable to the System; and

WHEREAS, CONTRACTOR has submitted a proposal to COUNTY to upgrade the Image Archive component of the System and replace it with CONTRACTOR's Optima 3 IMS module (hereafter "Replacement System Component" or "Optima 3 IMS") and is prepared to provide such Replacement System Component to COUNTY; and

WHEREAS, CONTRACTOR and COUNTY desire to amend the Agreement to implement the Replacement System Component and to increase the Contract Sum; and

WHEREAS, Paragraph 6 (Change Notices and Amendments) of the Agreement provides that for any change which affects the scope of work, term, payments or any term or condition included in the Agreement a negotiated Amendment to the Agreement shall be prepared and executed by COUNTY's Board of Supervisors and CONTRACTOR.

NOW, THEREFORE, in consideration of the foregoing and pursuant to Paragraph 6 (Change Notices and Amendments) of the Agreement, COUNTY and CONTRACTOR agree as follows:

1. The Agreement Number 72748 between COUNTY and CONTRACTOR, dated June 6, 2000, is hereby incorporated by reference and all terms and conditions shall be given full force and effect as if fully set forth herein.
2. The following Exhibits, Attachments and Schedules are renamed to refer to Remittance Processing & Image Archive component of the System as follows:
 - i. Exhibit A: "Statement of Work – Remittance Processing & Image Archive"
 - ii. Exhibit A, Attachment A: "Application Software Functional Requirements – Remittance Processing & Image Archive"

- iii. Exhibit A, Attachment B: “Schedule of System Hardware and System Software – Remittance Processing & Image Archive”
 - iv. Exhibit A, Attachment D: “Response Time Warranty Assumptions – Remittance Processing & Image Archive”
 - v. Exhibit A, Attachment E: “TTC Training – Remittance Processing & Image Archive”
 - vi. Exhibit B: “Schedule of Payments – Remittance Processing & Image Archive”
 - vii. Exhibit C: “Project Schedule – Remittance Processing & Image Archive”
 - viii. Exhibit D: “Schedule of Maintenance – Remittance Processing & Image Archive”
 - ix. Exhibit J: “Escrow Agreement – Remittance Processing & Image Archive”
 - x. Exhibit J, Exhibit A: “Fee Schedule – Remittance Processing & Image Archive”
 - xi. Exhibit J, Exhibit B: “Description of Deposit Materials – Remittance Processing & Image Archive”
3. Exhibit A.1 (Statement of Work – Optima 3 IMS) is added to the Agreement and attached hereto as Attachment 1 and incorporated herein by reference.
 4. Attachment A.1 (Application Software Functional Requirements – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3 IMS) is added to the Agreement and attached hereto as Attachment 2 and incorporated herein by reference.
 5. Attachment B.1 (Schedule of System Software and System Hardware – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3 IMS) is added to the Agreement and attached hereto as Attachment 3 and incorporated herein by reference.
 6. Attachment C.1 (Optima 3 IMS System – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3 IMS) is added to the Agreement and attached hereto as Attachment 4 and incorporated herein by reference.
 7. Attachment D.1 (Response Time Warranty Assumptions – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3 IMS) is added to the Agreement and attached hereto as Attachment 5 and incorporated herein by reference.
 8. Attachment E.1 (TTC Training – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3 IMS) is added to the Agreement and attached hereto as Attachment 6 and incorporated herein by reference.
 9. Exhibit B.1 (Schedule of Payments – Optima 3 IMS) is added to the Agreement and attached hereto as Attachment 7 and incorporated herein by reference.
 10. Exhibit C.1 (Project Schedule – Optima 3 IMS) is added to the Agreement and attached hereto as Attachment 8 and incorporated herein by reference.
 11. Exhibit D.1 (Schedule of Maintenance – Optima 3 IMS) is added to the Agreement and attached hereto as Attachment 9 and incorporated herein by reference.

12. Exhibit J.1 (Escrow Agreement – Optima 3 IMS) is added to the Agreement and attached hereto as Attachment 10 and incorporated herein by reference.
13. Subparagraph 1.1 (Interpretation) of the body of the Agreement is amended to read as follows:

1.1 Interpretation:

Exhibits A, A.1, B, B.1, C, C.1, D, D.1, E, F, I, J and J.1 are attached to and form a part of this Agreement. Exhibits G and H as referenced below are incorporated herein by reference. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other work, or otherwise, between the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits according to the following priority:

1. Exhibit A: Statement of Work - Remittance Processing & Image Archive
 2. Exhibit A.1: Statement of Work - Optima 3 IMS
 3. Exhibit B: Schedule of Payments - Remittance Processing & Image Archive
 4. Exhibit B.1: Schedule of Payments - Optima 3 IMS
 5. Exhibit C: Project Schedule - Remittance Processing & Image Archive
 6. Exhibit C.1: Project Schedule - Optima 3 IMS
 7. Exhibit D: Schedule of Maintenance – Remittance Processing & Image Archive
 8. Exhibit D.1: Schedule of Maintenance - Optima 3 IMS
 9. Exhibit E: CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
 10. Exhibit F: CONTRACTOR's EEO Certification
 11. Exhibit G: COUNTY's Request for Proposals to Provide Remittance Processing and/or Cashiering and/or Imaging Systems for the Los Angeles County Treasurer and Tax Collector, dated May 17, 1999, including Addendum numbers 1, 2, 3, 4, and 5 thereto.
 12. Exhibit H: CONTRACTOR's Proposal, dated August 17, 1999
 13. Exhibit I: Required Subcontract Provisions
 14. Exhibit J: Escrow Agreement - Remittance Processing & Image Archive
 15. Exhibit J.1: Escrow Agreement - Optima 3 IMS
14. Subparagraph 1.3 (Definitions) of the body of the Agreement is amended by revising Subparagraphs 1.3.3, 1.3.4, 1.3.14, 1.3.17, 1.3.22, 1.3.23, 1.3.25, 1.3.30, 1.3.32, 1.3.34, and 1.3.36 and adding Paragraphs 1.3.40 and 1.3.41 to read as follows:

1.3.3 Baseline Application Software:

As used herein, the term "Baseline Application Software" shall mean all software, including, but not limited to, all object code, and related Documentation, supplied by CONTRACTOR pursuant to this Agreement which shall include, but not be limited to, all the functionality and other items identified as "BAS" on Attachment A (Application Software Functional Requirements - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), Attachment A.1 (Application Software Functional Requirements – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS) and all enhancements, revisions and related Documentation prepared by CONTRACTOR regarding such software. Source Code for the Baseline Application Software shall be provided by CONTRACTOR to the Escrow Agent pursuant to Subparagraph 11.3 (Source Code). Reference to the Baseline Application Software may include one or more components or modules thereof or all Baseline Application Software in the System.

1.3.4 Baseline Application Modifications:

As used herein, the term "Baseline Application Modifications" shall mean all software, including, but not limited to, all object code, and related Documentation, supplied by CONTRACTOR pursuant to this Agreement which shall include, but not be limited to, all the functionality and other items identified as "BAM" on Attachment A (Application Software Functional Requirements – Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) and all enhancements, revisions and related Documentation prepared by CONTRACTOR regarding such software. Source code for the Baseline Application Modifications shall be provided by CONTRACTOR to the Escrow Agent pursuant to Subparagraph 11.3 (Source Code). Reference to Baseline Application Modifications may include one or more components or modules thereof or all Baseline Application Modifications in the System.

1.3.14 Custom Programming Modifications:

As used herein, the term "Custom Programming Modifications" shall mean those software modifications, object code, and related Documentation which COUNTY may request, and which CONTRACTOR shall provide, in accordance with Subparagraph 7.5 (Other Professional Services), Task 11 (Custom Programming Modifications) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Task 11 (Custom Programming Modifications) of Exhibit A.1 (Statement of Work - Optima 3 IMS). Source code for the Custom Programming Modifications shall be provided by CONTRACTOR to the Escrow Agent pursuant to Subparagraph 11.3 (Source Code).

1.3.17 Deliverable:

As used herein, the terms "Deliverable" and "deliverable" shall mean an item and/or a service to be provided by CONTRACTOR under this Agreement identified as a numbered Deliverable in Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS). The term "Key Deliverable" as used herein shall mean the Deliverables identified with the word "KEY" in Exhibit C (Project Schedule - Remittance Processing & Image Archive) and Exhibit C.1 (Project Schedule - Optima 3 IMS). Key Deliverables include, without limitation, Milestones as defined in Subparagraph 1.3.24 (Milestone).

1.3.22 Final Acceptance:

As used herein, the term "Final Acceptance" shall mean COUNTY's written approval of Deliverable 10.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS).

1.3.23 Interfaces:

As used herein, the term "Interfaces" shall mean the set of software mechanisms, including, but not limited to, object code, and related Documentation, which are required to complete the interfaces, referred to in Subsection C (Interfaces) of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), Attachment A (Application Software Functional Requirements – Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), Task 6 (Interfaces) of Exhibit A (Statement of Work - Remittance Processing & Image Archive), Subsection C (Interfaces) of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS), Attachment A.1 (Application Software Functional Requirements – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS) and Task 6 (Interfaces) of Exhibit A.1 (Statement of Work - Optima 3 IMS), which allow the transfer of electronic data and data files and/or software commands between computer systems or applications. Source code for the Interfaces shall be provided by CONTRACTOR to the Escrow Agent pursuant to Subparagraph 11.3 (Source Code). Reference to the Interfaces may include one or more components thereof or all Interfaces in the System.

1.3.25 Operating Software:

As used herein, the term "Operating Software" shall mean all operating system software, database management system software, and other software and items, including, but not limited to, object code and related Documentation, which shall include, but not be limited to, all the functionality and other items, shown in Subsection A (Operating Software) of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), Subsection A (Operating Software) of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS) and all enhancements, revisions and related Documentation prepared by CONTRACTOR regarding such software. Source code for the Operating Software shall be provided by CONTRACTOR to the Escrow Agent pursuant to Subparagraph 11.3 (Source Code). Reference to the Operating Software may include one or more components or modules thereof or all Operating Software in the System.

1.3.30 Specifications:

As used herein, the term "Specifications" shall mean any or all of the following, as applicable:

- (a) All functional and operational requirements/features included in Exhibit H (CONTRACTOR's Proposal) and CONTRACTOR's proposal for the replacement and upgrade of the Image Archive component of the System to CONTRACTOR's Optima 3 IMS module.
- (b) All specifications, requirements and standards set forth in Attachment A (Application Software Functional Requirements – Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Attachment A.1 (Application Software Functional Requirements – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS).
- (c) All specifications set forth in Exhibit G (COUNTY's Request for Proposals), except to the extent inconsistent with Exhibit A (Statement of Work - Remittance Processing & Image Archive).
- (d) All System performance requirements and standards set forth in this Agreement, including but not limited to, Response Time.
- (e) All specifications reports included as Deliverables in Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS).

- (f) The Documentation, to the extent not inconsistent with any of the foregoing in Subparts (a), (b), (c), (d) and/or (e) of this Subparagraph 1.3.30.
- (g) All specifications identified as such by CONTRACTOR, including, but not limited to, the Final Design Document set forth in Deliverable 3.3 (Final Design Document) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 3.3 (Final Design Document) of Exhibit A.1 (Statement of Work-Optima 3 IMS), but only to the extent: (i) not inconsistent with any of the foregoing in Subparts (a), (b), (c), (d), (e) and/or (f) of this Subparagraph 1.3.30, and (ii) acceptable to COUNTY in its sole discretion.
- (h) All written or electronic materials furnished by or through CONTRACTOR regarding CONTRACTOR's pre-developed and generally available software products, but only to the extent: (i) not inconsistent with any of the foregoing in Subparts (a), (b), (c), (d), (e), (f) and/or (g) of this Subparagraph 1.3.30, and (ii) acceptable to COUNTY in its sole discretion, which pertain to any element of the System, and which outline, describe or specify (a) functionality, (b) features, (c) capacity, (d) availability (e) response times, (f) accuracy or (g) any other performance or criteria for the System or any element of the System.

1.3.32 System:

As used herein, the term "System" shall mean all System Hardware, System Software, Hummingbird Software (version V6.1/V5.3) (provided by COUNTY and defined in Task 6 (Interfaces) of Exhibit A (Statement of Work - Remittance Processing & Image Archive)) and services described in this Agreement and as otherwise agreed to by COUNTY and CONTRACTOR pursuant to Paragraph 6 (Change Notices and Amendments), collectively comprising the Remittance Processing & Image Archive/Optima 3 IMS System. Reference to the "System" may include one or more components thereof or the entire System.

1.3.34 System Hardware:

As used herein, the term "System Hardware" shall mean the equipment and other items specified in Section I (System Hardware) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Section I (System Hardware) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) of Exhibit A.1 (Statement of Work - Optima 3 IMS). Reference to the System Hardware may include one or more of the components thereof or all System Hardware in the System.

1.3.36 Task:

As used herein, the terms "Task" and "task" shall mean one of the areas of work to be performed under this Agreement identified as a numbered Task in Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS).

1.3.40 Transition to Optima 3 IMS:

As used herein, the term "Transition to Optima 3 IMS" shall have the meaning set forth in Paragraph 74 (Transition to Optima 3 IMS System).

1.3.41 Unused Image Archive Maintenance Amount:

As used herein, the term "Unused Image Archive Maintenance Amount" shall have the meaning set forth in Paragraph 74 (Transition to Optima 3 IMS System).

15. Subparagraph 2.1.1 of the body of the Agreement is amended to read as follows:

2.1.1 COUNTY's Project Coordinator shall be the following person designees:

For Remittance Processing & Image Archive:

John McKinney
Operations Chief
Treasurer and Tax Collector
500 West Temple Street, Room 425
Los Angeles, CA 90012
Phone (213) 974-2106
Email: jmckinney@co.la.ca.us

16. Subparagraph 2.2.1 of the body of the Agreement is amended to read as follows:

2.2.1 COUNTY's Project Directors shall be the following persons designees:

For Remittance Processing & Image Archive:

Maureen Oster
Assistant Treasurer and Tax Collector
Treasurer and Tax Collector
500 West Temple Street, Room 434
Los Angeles, CA 90012
Phone (213) 974-7363
Email: moster@co.la.ca.us

For Optima 3 IMS:

Nancy J. Morton
Chief Deputy
Treasurer and Tax Collector
500 West Temple Street, Room xxx
Los Angeles, CA 90012
Phone (213) 974-xxx
Email: nmorton@co.al.ca.us

17. Subparagraph 2.3.1 of the body of the Agreement is amended to read as follows:

- 2.3.1 COUNTY's Project Managers shall be the following persons designees:

For Remittance Processing & Image Archive:

Lourdes Guerrero
Acting Manager, Systems Division
Treasurer and Tax Collector
500 West Temple Street, Room 409
Los Angeles, CA 90012
Phone (213) 974-7618
Email: lguerrero@co.la.ca.us

For Optima 3 IMS:

Lourdes Guerrero
Acting Manager, Systems Division
Treasurer and Tax Collector
500 West Temple Street, Room xxx
Los Angeles, CA 90012
Phone (213) 974-7618
Email: lguerrero@co.la.ca.us

18. Subparagraph 3.1.1 of the body of the Agreement is amended to read as follows:

- 3.1.1 CONTRACTOR's Project Directors shall be the following persons who shall be full-time employees of CONTRACTOR:

For Remittance Processing & Image Archive:

Doug Wallace
Southwest Territory Manager
Wausau Financial Systems, Inc.
875 Indianhead Drive
Mosinee, WI 54455-0037

Phone: (715) 241-2486
Email: dwallace@wausaufs.com

For Optima 3 IMS:

Doug Wallace
Southwest Territory Manager
Wausau Financial Systems, Inc.
875 Indianhead Drive
Mosinee, WI 54455-0037
Phone: (715) 241-2486
Email: dwallace@wausaufs.com

19. Subparagraph 3.2.1 of the body of the Agreement is amended to read as follows:

- 3.2.1 CONTRACTOR's Project Managers shall be the following persons who shall be full-time employees of CONTRACTOR:

For Remittance Processing & Image Archive:

James Snavely
Wausau Financial Systems, Inc.
875 Indianhead Drive
Mosinee, WI 54455-0037
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For Optima 3 IMS:

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20. Subparagraph 3.3 (Approval of CONTRACTOR's Staff) of the body of the Agreement is amended to read as follows:

3.3 Approval of CONTRACTOR's Staff:

COUNTY approves the proposed members of CONTRACTOR's key personnel listed in this Subparagraph 3.3. COUNTY has the right to approve or disapprove any proposed deletion from or other changes in such staff. COUNTY's Project Director may request replacement of any member of

CONTRACTOR's staff performing, or offering to perform, work hereunder, including, but not limited to, CONTRACTOR's key personnel listed in this Subparagraph 3.3. Such replacement staff shall be mutually agreed to between CONTRACTOR and COUNTY. For CONTRACTOR's key personnel listed in this Subparagraph 3.3, CONTRACTOR shall provide COUNTY with a resume of each such proposed initial staff member, including, but not limited to, CONTRACTOR's Project Director and CONTRACTOR's Project Manager and proposed substitute and an opportunity to interview such person prior to his/her performance of any work hereunder.

For purposes of this Subparagraph 3.3, CONTRACTOR's key personnel shall mean the following positions: (a) CONTRACTOR's Project Director; and (b) CONTRACTOR's Project Manager.

The following persons shall be provided by CONTRACTOR and are hereby approved as of the Effective Date by COUNTY in the following key roles:

For Remittance Processing & Image Archive:

<u>Key Role</u>	<u>Individual</u>
Project Director	Doug Wallace
Project Manager	James Snavely
Implementation Specialist	Dave Paschen
Implementation Specialist	Matthew Dowds
Implementation Specialist	Sam Golbach
Technical Advisor	Dan Dallman
Additional Key Staff	Mark Johnson
Additional Key Staff	Jennifer Johnson
Additional Key Staff	Patrick Brzinski
Additional Key Staff	Al Voigt
Additional Key Staff	Boyd Boedeker
Additional Key Staff	Kurt Danielson

For Optima 3 IMS:

<u>Key Role</u>	<u>Individual</u>
Project Director	Doug Wallace
Project Manager	Lisa Zastrow
Project Coordinator	Chad Selenske
Implementation Specialist	Charles Rimpila
Technical Advisor	Doug Hanson
Technical Advisor	Ann Babl
Additional Key Staff	Barry Dilts

In addition, CONTRACTOR represents and warrants that from the effective date of this Amendment Number One through the successful completion of Milestone 6 (Successful Completion and Documentation of Performance Benchmark Verification), as described in Exhibit A.1 (Statement of Work – Optima 3 IMS), it shall, to the maximum extent possible, take all necessary steps to assure continuity over time of the membership of the group constituting CONTRACTOR’s staff, including, but not limited to, CONTRACTOR’s Project Director and CONTRACTOR’s Project Manager.

CONTRACTOR shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In fulfillment of its responsibilities under this Agreement, CONTRACTOR shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement.

CONTRACTOR shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner, including, without limitation, as required to comply with the Project Control Documents approved by COUNTY pursuant to Task 1 (Project Planning) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Task 1 (Project Planning) of Exhibit A.1 (Statement of Work - Optima 3 IMS).

In the event CONTRACTOR should ever need to remove CONTRACTOR’s Project Director, CONTRACTOR’s Project Manager, or Technical Advisors of CONTRACTOR from performing work under this Agreement, CONTRACTOR shall provide COUNTY with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with COUNTY on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.
All staff employed by and on behalf of CONTRACTOR shall be adults who are fully fluent in both spoken and written English.

21. Subparagraph 3.4 (Reports by CONTRACTOR) of the body of the Agreement is amended to read as follows:

3.4 Reports by CONTRACTOR:

In order to control expenditures and to ensure the reporting of all tasks, subtasks, deliverables, goods, services, and other work provided by CONTRACTOR, CONTRACTOR shall provide COUNTY’s Project Director and COUNTY’s Project Manager with written reports as described in Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS), which reports shall include, but not be limited to, the following information:

- (a) Period covered by the report.
- (b) Overview of the reporting period.
- (c) Tasks, subtasks, deliverables, goods, services and other work scheduled for the reporting period which were not completed.
- (d) Tasks, subtasks, deliverables, goods, services and other work for the reporting period which were completed.
- (e) Tasks, subtasks, deliverables, goods, services and other work completed in the reporting period which were not scheduled.
- (f) Tasks, subtasks, deliverables, goods, services and other work to be completed in the next reporting period.
- (g) Issues to be resolved.
- (h) Issues resolved.
- (i) Summary of project status as of reporting date.
- (j) Updated milestone chart.
- (k) Any other information that COUNTY may from time-to-time require.

22. Subparagraph 4.4.1 (General) of the body of the Agreement is amended to read as follows:

4.4.1 General:

CONTRACTOR shall provide COUNTY with maintenance services as described in Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive), subject to Paragraph 74 (Transition to Optima 3 IMS System), and Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS).

23. Subparagraph 4.4.2 (Downtime Credits) of the body of the Agreement is amended to read as follows:

4.4.2 Downtime Credits:

4.4.2.1 Downtime Credits - Remittance Processing & Image Archive:

During all maintenance periods described in Exhibit D (Schedule of Maintenance – Remittance Processing & Image Archive), subject to Paragraph 74 (Transition to Optima 3 IMS System), COUNTY shall be entitled to Downtime credits in the event Downtime occurs, as determined by COUNTY's Project Director pursuant to this Subparagraph 4.4.2.1, for any System Hardware or System Software component for which CONTRACTOR is providing maintenance services. COUNTY shall be entitled to a Downtime credit of ten percent (10%) of the total Monthly System Hardware Maintenance Support Fees and Monthly System Software Maintenance Support Fees specified in Exhibit D (Schedule of Maintenance – Remittance Processing & Image Archive) for each day of Downtime, not to exceed one-hundred percent (100%) of the total Monthly System Hardware Maintenance Support Fees and

Monthly System Software Maintenance Support Fees specified in Exhibit D (Schedule of Maintenance – Remittance Processing & Image Archive) for the particular month period.

Peak Day (defined as the twenty-four (24) hour period starting each at 7:00 p.m. and ending at 6:59 p.m. Pacific Time on the following day during TTC's peak processing periods from November 24 through December 20 and from March 24 through April 20). Downtime credits shall be calculated for any Peak Day that all of the following occur:

- (i) One percent (1%) or more of the checks, which were date stamped by TTC on or before the particular twenty-four (24) hour period and which were available for processing were not prepared for bank deposit; and
- (ii) The total of all Completed Transactions (as defined in Subparagraph 10.11.1 (Remittance Processing & Image Archive)) was less than 210,000; and
- (iii) (a) The actual hours that the System was available to Users was less than 23.04 hours, or
(b) The actual hours that the three (3) transports (Item 1 specified in Section I (System Hardware) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) of Exhibit A (Statement of Work - Remittance Processing & Image Archive)) were available to Users was less than 69.12 hours, or
(c) The actual hours that the two (2) RAID units (Item 2 specified in Section I (System Hardware) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) of Exhibit A (Statement of Work - Remittance Processing & Image Archive)) were available to Users was less than 46.08 hours.

Non-Peak Day (defined as any eight (8) consecutive hour period during a working day which is not a Peak Day). Downtime credits shall be calculated for any Non-Peak Day that all of the following occur:

- (i) One percent (1%) or more of the checks, which were date stamped by TTC on or before the particular eight (8) hour period and which were available for processing were not prepared for bank deposit; and
- (ii) The total of all Completed Transactions (as defined in Subparagraph 10.11.1 (Remittance Processing & Image Archive)) was less than 70,000; and
- (iii) (a) The actual hours that the System was available to Users was less than 7.68 hours, or

(b) The actual hours that the three (3) the transports (Item 1 specified in Section I (System Hardware) on Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) of Exhibit A (Statement of Work - Remittance Processing & Image Archive)) were available to Users was less than 23.04 hours, or
(c) The actual hours that the two (2) RAID units (Item 2 specified in Section I (System Hardware) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) of Exhibit A (Statement of Work - Remittance Processing & Image Archive)) were available to Users was less than 15.36 hours.

If Downtime results from use of the System by COUNTY other than as instructed by CONTRACTOR, COUNTY shall not be entitled to any Downtime credits, for the affected System Components, or such period of misuse, provided that CONTRACTOR shall notify COUNTY, in writing, of the details of the alleged misuse within five (5) days of CONTRACTOR's discovery of the alleged misuse. COUNTY shall review such alleged misuse and shall notify CONTRACTOR in writing, within five (5) days, of COUNTY's agreement or disagreement with CONTRACTOR's allegation(s). In the event COUNTY disagrees with CONTRACTOR's allegation(s) of misuse, COUNTY shall apply Downtime credits to reduce any amounts due to CONTRACTOR, subject to the provisions of Paragraph 61 (Dispute Resolution Procedure).

4.4.2.2 Downtime Credits - Optima 3 IMS:

During all maintenance periods described in Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS), COUNTY shall be entitled to Downtime credits in the event Downtime occurs, as determined by COUNTY's Project Director pursuant to this Subparagraph 4.4.2.2, for any System Hardware or System Software component for which CONTRACTOR is providing maintenance services. COUNTY shall be entitled to a Downtime credit of ten percent (10%) of the total Monthly System Hardware Maintenance Support Fees and Monthly System Software Maintenance Support Fees specified in Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS) for each day of Downtime, not to exceed one-hundred percent (100%) of the total Monthly System Hardware Maintenance Support Fees and Monthly System Software Maintenance Support Fees specified in Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS) for the particular month period.

Day (defined as any ten (10) consecutive hour period beginning at 7:00 a.m. and ending at 7:00 p.m. Monday through Friday, excepting County observed

holidays). Downtime credits shall be calculated for any Day that any of the following occur:

- (i) The total Response Time of the System exceeds one or more of the standard (as defined in Subparagraph 10.11.2 (Optima 3 IMS)) by two times the Maximum Elapsed Time and is not remedied within one (1) business day from the date the problem was reported to CONTRACTOR; or
- (ii) The actual hours that the System was available to Users was less than nine (9) hours.

If Downtime results from use of the System by COUNTY other than as instructed by CONTRACTOR, COUNTY shall not be entitled to any Downtime credits, for the affected System Components, or such period of misuse, provided that CONTRACTOR shall notify COUNTY, in writing, of the details of the alleged misuse within five (5) days of CONTRACTOR's discovery of the alleged misuse. COUNTY shall review such alleged misuse and shall notify CONTRACTOR in writing, within five (5) days, of COUNTY's agreement or disagreement with CONTRACTOR's allegation(s). In the event COUNTY disagrees with CONTRACTOR's allegation(s) of misuse, COUNTY shall apply Downtime credits to reduce any amounts due to CONTRACTOR, subject to the provisions of Paragraph 61 (Dispute Resolution Procedure).

24. Subparagraph 4.5 (Milestones) of the body of the Agreement is amended to read as follows:

4.5 Milestones:

4.5.1 Milestones - Remittance Processing & Image Archive:

The work to be carried out hereunder for Remittance Processing & Image Archive recognizes six (6) milestones (hereafter, together and alternatively with the definition in Subparagraph 4.5.2 (Milestones – Optima 3 IMS), “Milestone(s)”) being the completion of:

- (1) Milestone 1: Successful completion of the Final Design Document as described in Subtask 3.3 (Develop Final Design Document) of Exhibit A (Statement of Work - Remittance Processing & Image Archive), which shall take place on or before June 14, 2000.
- (2) Milestone 2: Successful completion of COUNTY User Testing as described in Subtask 7.4 (Conduct User Testing of the System) of Exhibit A (Statement of Work - Remittance Processing & Image Archive), which shall take place on or before July 26, 2000.

- (3) Milestone 3: Successful completion of COUNTY User Testing as described in Subtask 8.4 (Conduct User Testing of the System at Preliminary Site) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) which shall take place on or before August 7, 2000.
- (4) Milestone 4: Successful completion of System cutover to Production Use as described in Subtask 9.5 (System Cutover to Production Use) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) which shall take place on or before August 15, 2000.
- (5) Milestone 5: Successful maintenance of Production Use of System for thirty (30) consecutive days with no Deficiencies as described in Subtask 9.6 (Maintain Production Use of System for Thirty (30) Consecutive Days with No Deficiencies) of Exhibit A (Statement of Work Remittance Processing & Image Archive) which shall take place on or before September 15, 2000.
- (6) Milestone 6: Successful completion of Performance Benchmark Verification as described in Subtask 10.2 (Conduct Performance Benchmark Verification) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) which shall take place on or before December 12, 2000.

Exhibit C (Project Schedule - Remittance Processing & Image Archive) sets forth dates for completion of each Milestone. A Milestone shall be deemed completed for purposes of this Subparagraph 4.5.1 on the earliest date that all of the Tasks, subtasks, Deliverables, goods, services and other work required for completion of such Milestone are completed and delivered to COUNTY, provided that all of such tasks, subtasks, Deliverables, goods, services and other work required for completion of such Milestone are thereafter approved in writing by COUNTY pursuant to Subparagraph 2.5 (Approval of Work). The determination of whether each Milestone has been so completed and so approved, and of the date upon which such Milestone was completed, shall be made by COUNTY's Project Director as soon as practicable after COUNTY is informed by CONTRACTOR that such Milestone has been completed and is given all the necessary information, data and documentation to verify such completion. A failure by CONTRACTOR to complete any Milestone by the applicable date set forth above (as such date may be modified pursuant to Subparagraph 6.5 or Paragraph 35 (Notice of Delays)) shall be subject to the provisions of Subparagraph 7.2 (Credits to COUNTY), Subparagraph 7.3 (Termination) and Paragraph 32 (Termination for Default).

4.5.2 Milestones - Optima 3 IMS:

The work to be carried out hereunder for Optima 3 IMS recognizes six (6) milestones (hereafter, together and alternatively with the definition in Subparagraph 4.5.1 (Milestones – Remittance Processing & Image Archive, “Milestone(s)”) being the completion of:

- (1) Milestone 1: Successful completion of the Final Design Document as described in Subtask 3.3 (Develop Final Design Document) of Exhibit A.1 (Statement of Work - Optima 3 IMS), which shall take place on or before June 25, 2003.
- (2) Milestone 2: Successful completion of the System Testing of the Operating Software and Baseline Application Software as described in Subtask 4.3 (System Test the Operating Software & the Baseline Application Software) of Exhibit A.1 (Statement of Work – Optima 3 IMS), which shall take place on or before August 29, 2003.
- (3) Milestone 3: Successful completion of Installed and Tested Interfaces as described in Subtask 6.3 (Installed and System Tested Interfaces) of Exhibit A.1 (Statement of Work - Optima 3 IMS) which shall take place on or before September 8, 2003.
- (4) Milestone 4: Successful completion of System Cutover to Production Use as described in Subtask 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS), which shall take place on or before September 19, 2003.
- (5) Milestone 5: Successful maintenance of Production Use of System for thirty (30) consecutive days with no Deficiencies as described in Subtask 8.6 (Production Use of System for Thirty (30) Consecutive Days with No Deficiencies) of Exhibit A.1 (Statement of Work - Optima 3 IMS) which shall take place on or before October 20, 2003.
- (6) Milestone 6: Successful Completion and Documentation of Performance Benchmark Verification as described in Subtask 9.2 (Conduct Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS), which shall take place on or before October 20, 2003.

Exhibit C.1 (Project Schedule - Optima 3 IMS) sets forth dates for completion of each Milestone. A Milestone shall be deemed completed for purposes of this Subparagraph 4.5.2 on the earliest date that all of the Tasks, subtasks, Deliverables, goods, services and other work required for completion of such Milestone are completed and delivered to COUNTY, provided that all of such tasks, subtasks, Deliverables, goods, services and other work required for

completion of such Milestone are thereafter approved in writing by COUNTY pursuant to Subparagraph 2.5 (Approval of Work). The determination of whether each Milestone has been so completed and so approved, and of the date upon which such Milestone was completed, shall be made by COUNTY's Project Director as soon as practicable after COUNTY is informed by CONTRACTOR that such Milestone has been completed and is given all the necessary information, data and documentation to verify such completion. A failure by CONTRACTOR to complete any Milestone by the applicable date set forth above (as such date may be modified pursuant to Subparagraph 6.5 or Paragraph 35 (Notice of Delays)) shall be subject to the provisions of Subparagraph 7.2 (Credits to COUNTY), Subparagraph 7.3 (Termination) and Paragraph 32 (Termination for Default).

25. Paragraph 5 (Term) of the body of the Agreement is amended to read as follows:

5. Term:

The term of this Agreement shall commence on the Effective Date and shall expire sixty (60) months thereafter, unless sooner terminated, in whole or in part, as provided in this Agreement.

Notwithstanding any other provision of this Agreement, the term of the license granted by CONTRACTOR to COUNTY regarding the System Software shall be perpetual.

Contractor shall notify COUNTY when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to COUNTY at the address herein provided in Paragraph 63 (Notices).

26. Subparagraph 6.4 of the body of the Agreement is amended to read as follows:

6.4 COUNTY and CONTRACTOR have agreed upon project schedules for certain installation, training, modifications, testing and other work as described in Exhibit C (Project Schedule - Remittance Processing & Image Archive) and Exhibit C.1 (Project Schedule - Optima 3 IMS). Notwithstanding any other provision of this Paragraph 6, changes to the project schedules shall be made only upon mutual agreement, in writing, by COUNTY's Project Director and CONTRACTOR's Project Director, provided that COUNTY's Project Director's and CONTRACTOR's Project Director's agreement to alter the project schedules shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Subparagraph 6.3.

27. Subparagraph 6.5 of the body of the Agreement is amended to read as follows:

6.5 Notwithstanding any other provision of this Paragraph 6, to the extent that extensions of time for CONTRACTOR performance do not impact either the scope of work or cost of this Agreement, COUNTY's Project Director, in his/her sole discretion, may grant CONTRACTOR extensions of time in writing for the work listed in Exhibit C (Project Schedule - Remittance Processing & Image Archive) and Exhibit C.1 (Project Schedule - Optima 3 IMS), provided that such extensions shall not exceed a total of six (6) months beyond the term of this Agreement.

28. Subparagraph 6.7 of the body of the Agreement is amended to read as follows:

6.7 Notwithstanding any other provision of this Paragraph 6, Director and CONTRACTOR's Project Director may execute an amendment to this Agreement in the form of a Change Notice, which changes the items and/or prices of System Hardware, as specified: (i) in Section I (System Hardware) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) or Section I (System Hardware) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS), and (ii) in Schedule II (Maintenance Fees Schedule - Remittance Processing & Image Archive) of Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive) or Schedule II (Maintenance Fees Schedule – Optima 3 IMS) of Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS), as applicable, provided that: (1) all such changes shall occur prior to installation of the particular items at COUNTY Facility; (2) the total cost of all System Hardware as shown in such Section I (System Hardware) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Section I (System Hardware) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS) as of the Effective Date shall not be exceeded; (3) the total cost of maintenance of all System Hardware as shown in such Schedule II (Maintenance Fees Schedule) of Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive) and Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS) as of the Effective Date shall not be exceeded, and (4) Director shall obtain the written approval of COUNTY's Purchasing Agent and COUNTY's Chief Information Officer for any Change Notice, except that in a particular Change Notice, if all the changes to items of System Hardware are to a newer model or other equivalent component, then the written approval of COUNTY's Purchasing Agent and COUNTY's Chief Information Officer is not required for such particular Change Notice.

29. Subparagraph 6.8 of the body of the Agreement is amended to read as follows:

6.8 Notwithstanding any other provision of this Paragraph 6, Director and CONTRACTOR's Project Director may execute an amendment to this Agreement in the form of a Change Notice, which changes the items and/or prices of System Software, as specified (i) in Section II (System Software) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) or Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS), and (ii) in Schedule II (Maintenance Fees Schedule) to Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive) or Schedule II (Maintenance Fees Schedule) to Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS), as applicable, provided that: (1) all such changes shall occur prior to installation of the particular items at COUNTY Facility; (2) the total cost of all System Software as shown in such Section II (System Software) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS) as of the Effective Date shall not be exceeded; (3) the total cost of maintenance of all System Software as shown in such Schedule II (Maintenance Fees Schedule) of Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive) and Schedule II (Maintenance Fees Schedule) of Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS) as of the Effective Date shall not be exceeded; and (4) Director shall obtain the written approval of COUNTY's Purchasing Agent and COUNTY's Chief Information Officer for any Change Notice, except that in a particular Change Notice, if all the changes to items of System Software are to a newer version or other equivalent component, then the written approval of COUNTY's Purchasing Agent and COUNTY's Chief Information Officer is not required for such particular Change Notice.

30. Subparagraph 6.9 of the body of the Agreement is amended to read as follows:

6.9 Notwithstanding any other provision of this Paragraph 6, if, pursuant to Subparagraph 9.4.3 and/or Subparagraph 10.11 (Response Time Warranty), CONTRACTOR provides additional components of System Hardware and/or System Software to COUNTY, and if Director, in his sole discretion, determines to have CONTRACTOR provide maintenance services for such additional components of System Hardware and/or System Software pursuant to Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive), subject to Paragraph 74 (Transition to Optima 3 IMS System), and/or Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS) during the term of this Agreement, then Director and CONTRACTOR's Project Director may execute

an amendment to this Agreement in the form of a Change Notice, which adds such additional components of System Hardware and/or System Software to the items of System Hardware and System Software, as applicable, as specified on Schedule II (Maintenance Fees Schedule) to Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive) and/or Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS), for the purpose of receiving maintenance services under Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive) and/or Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS) during the term of this Agreement and which adds maintenance fees for such additional components of System Hardware and/or System Software on such Schedule II (Maintenance Fees Schedule) to Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive) and/or Schedule II (Maintenance Fees Schedule) to Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS), provided that: (1) the total maintenance fees for such additional components of System Hardware and/or System Software during the term of this Agreement as reflected (i) on such Schedule II (Maintenance Fees Schedule) of Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive) shall not exceed Fifteen Thousand Dollars (\$15,000) and (ii) on such Schedule II (Maintenance Fees Schedule) of Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS) shall not exceed Four Thousand Dollars (\$4,000); (2) the funds required to pay for such maintenance fees for such additional components of System Hardware and/or System Software during the term of this Agreement shall be drawn from the amount available for other professional services, (i) as shown in Exhibit B (Schedule of Payments - Remittance Processing & Image Archive) (i.e., \$238,921) not to exceed Fifteen Thousand Dollars (\$15,000) of such amount, and/or as shown in Exhibit B.1 (Schedule of Payments - Optima 3 IMS) (i.e., \$34,751) not to exceed Four Thousand Dollars (\$4,000) of such amount; and (3) Director will obtain the prior written approval of COUNTY's Purchasing Agent, which approval may be granted or withheld in his sole discretion, for any Change Notice.

31. Subparagraph 7.1 (General) of the body of the Agreement is amended to read as follows:

7.1 General:

The Contract Sum under this Agreement shall be the total monetary amount payable by COUNTY to CONTRACTOR for supplying all the tasks, subtasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by CONTRACTOR must be approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due CONTRACTOR for that work.

Unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by COUNTY's Board of Supervisors and CONTRACTOR pursuant to Paragraph 6 (Change Notices and Amendments), the Contract Sum,

including all applicable taxes, authorized by COUNTY hereunder shall not exceed the following:

(i) For Remittance Processing & Image Archive:

One Million Four Hundred Thirty-Seven Thousand Five Hundred Sixty-One Dollars (\$1,437,561) plus up to Seven Hundred and Eight Thousand Six Hundred Forty-Five Dollars (\$708,645) for maintenance services plus Two Hundred Thirty-Eight Thousand Nine Hundred Twenty-One Dollars (\$238,921) for other professional services for a total amount of up to Two Million Three Hundred Eight-Five Thousand One Hundred Twenty-Seven Dollars (\$2,385,127).

(ii) For Optima 3 IMS:

Four Hundred Three Thousand Nine Hundred Fifty Nine Dollars (\$403,959) plus Ninety Seven Thousand Two Hundred Sixty Six Dollars (\$97,266) for maintenance services plus Thirty Four Thousand Seven Hundred Fifty One Dollars (\$34,751) for other professional services, which shall include, but not be limited to, additional licenses at the fixed price set forth in Attachment B.1 (Schedule of System Hardware and Software - Optima 3 IMS) of Exhibit A.1 (Statement of Work - Optima 3 IMS), for a total amount of Five Hundred Thirty Five Thousand Nine Hundred Seventy Six Dollars (\$535,976).

Notwithstanding any provision of this Subparagraph 7.1.1, CONTRACTOR shall fully perform and complete all work required of CONTRACTOR by this Agreement in exchange for the amounts to be paid to CONTRACTOR as set forth in this Agreement.

CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total Contract Sum authorized under this Agreement. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY at the address herein provided in Paragraph 63 (Notices).

32. Subparagraph 7.2 (Credits to County) of the body of the Agreement is amended to read as follows:

7.2.1 Credits to County - Remittance Processing & Image Archive:

For each and every occasion upon which a Key Deliverable has not been completed by CONTRACTOR within fifteen (15) days after the date for completion thereof as set forth in Exhibit C (Project Schedule - Remittance Processing & Image Archive) (hereafter "Due Date"), other than as a result of delays caused by acts or omissions of COUNTY as determined by COUNTY's

Project Director in his/her sole judgment, and unless otherwise approved in writing by COUNTY's Project Director in his/her sole discretion, COUNTY shall receive a credit against any or all amounts due to CONTRACTOR, under this Agreement or otherwise, in the total amount of Five Hundred Dollars (\$500) for each day of the first thirty (30) days after the Due Date that the Key Deliverable is not completed, and in the total amount of One Thousand Dollars (\$1,000) per day for each day in excess of thirty (30) days after the Due Date that the Key Deliverable is not completed. All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in Exhibit C (Project Schedule - Remittance Processing & Image Archive). Notwithstanding the foregoing, and provided that COUNTY has not terminated this Agreement as provided in Subparagraph 7.3 (Termination), if any Key Deliverable is not completed by the Due Date, resulting in any of the above credits, but such Key Deliverable is thereafter completed by the date of Milestone 4 of Subparagraph 4.5.1 (Milestones - Remittance Processing & Image Archive), and if all other Deliverables required for the completion of such Milestone 4 are completed by the Milestone 4 date specified in Subparagraph 4.5.1 (Milestones - Remittance Processing & Image Archive), then from and after the date Milestone 4 is completed the foregoing credits shall be reversed and shall no longer be deemed to apply as to any such Key Deliverable. A Deliverable shall be deemed completed for purposes of this Subparagraph 7.2.1 and Subparagraph 7.3 (Termination) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other work required for the completion of such deliverable are completed and delivered to COUNTY, provided that all of such tasks, subtasks, deliverables, goods, services and other work required for the completion of such Deliverable are thereafter approved in writing by COUNTY pursuant to Subparagraph 2.5 (Approval of Work). For purposes of this Subparagraph 7.2.1 and Subparagraph 7.3 (Termination), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by COUNTY's Project Director as soon as practicable after COUNTY is informed by CONTRACTOR that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion. For purposes of this Subparagraph 7.2.1 and Subparagraph 7.3 (Termination), if a Milestone is also a Key Deliverable, the Milestone completion date shall be within fifteen (15) days after the date specified in Subparagraph 4.5.1 (Milestones - Remittance Processing & Image Archive), and no other extensions shall be allowed for such Milestone or Key Deliverable.

7.2.2 Credits to County - Optima 3 IMS:

For each and every occasion upon which a Key Deliverable has not been completed by CONTRACTOR within fifteen (15) days after the date for completion thereof as set forth in Exhibit C.1 (Project Schedule - Optima 3 IMS) (hereafter "Due Date"), other than as a result of delays caused by acts or omissions of COUNTY as determined by COUNTY's Project Director in

his/her sole judgment, and unless otherwise approved in writing by COUNTY's Project Director in his/her sole discretion, COUNTY shall receive a credit against any or all amounts due to CONTRACTOR, under this Agreement or otherwise, in the total amount of Five Hundred Dollars (\$500) for each day of the first thirty (30) days after the Due Date that the Key Deliverable is not completed, and in the total amount of One Thousand Dollars (\$1,000) per day for each day in excess of thirty (30) days after the Due Date that the Key Deliverable is not completed, subject to an overall cap of Forty Five Thousand Dollars (\$45,000). All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in Exhibit C.1 (Project Schedule - Optima 3 IMS). Notwithstanding the foregoing, and provided that COUNTY has not terminated this Agreement as provided in Subparagraph 7.3 (Termination), if any Key Deliverable is not completed by the Due Date, resulting in any of the above credits, but such Key Deliverable is thereafter completed by the date of Milestone 4 of Subparagraph 4.5.2 (Milestones - Optima 3 IMS) and if all other Deliverables required for the completion of Milestone 4 are completed by the Milestone 4 date specified in Subparagraph 4.5.2 (Milestones - Optima 3 IMS), then from and after the date Milestone 4 is completed the foregoing credits shall be reversed and shall no longer be deemed to apply as to any such Key Deliverable. A Deliverable shall be deemed completed for purposes of this Subparagraph 7.2.2 and Subparagraph 7.3 (Termination) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other work required for the completion of such deliverable are completed and delivered to COUNTY, provided that all of such tasks, subtasks, deliverables, goods, services and other work required for the completion of such Deliverable are thereafter approved in writing by COUNTY pursuant to Subparagraph 2.5 (Approval of Work). For purposes of this Subparagraph 7.2.2 and Subparagraph 7.3 (Termination), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by COUNTY's Project Director as soon as practicable after COUNTY is informed by CONTRACTOR that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion. For purposes of this Subparagraph 7.2.2 and Subparagraph 7.3 (Termination), if a Milestone is also a Key Deliverable, the Milestone completion date shall be within fifteen (15) days after the date specified in Subparagraph 4.5.2 (Milestones - Optima 3 IMS), and no other extensions shall be allowed for such Milestone or Key Deliverable.

33. Subparagraph 7.5 (Other Professional Services) of the body of the Agreement is amended to read as follows:

- 7.5.1 Other Professional Services - Remittance Processing & Image Archive:

Upon the written request of COUNTY's Project Director made at any time and from time to time during the term of this Agreement, CONTRACTOR shall

provide to COUNTY other professional services, including, but not limited to, Custom Programming Modifications, as set forth in Task 11 (Custom Programming Modifications) of Exhibit A (Statement of Work - Remittance Processing & Image Archive), as to which COUNTY shall make such request(s).

All professional services for Remittance Processing & Image Archive, including, without limitation, Custom Programming Modifications, shall be provided by CONTRACTOR at the Fixed Hourly Rate of One Hundred Eighty-Five Dollars (\$185.00) during the first year of the term of this Agreement. During the second year of the term of this Agreement, the Fixed Hourly Rate shall be One Hundred Eighty-Five Dollars (\$185.00). During the third year of the term of this Agreement, the Fixed Hourly Rate shall be Two Hundred Dollars (\$200.00). During the fourth year of the term of this Agreement, the Fixed Hourly Rate shall be Two Hundred Dollars (\$200.00). During the fifth year of the term of this Agreement, the Fixed Hourly Rate shall be Two Hundred Ten Dollars (\$210.00).

Custom Programming Modifications shall be provided in the manner set forth in Task 11 (Custom Programming Modifications) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and shall only include enhancements relating to requirements not reflected in Exhibit A (Statement of Work - Remittance Processing & Image Archive), as determined in the sole judgment of COUNTY's Project Director.

7.5.2 Other Professional Services - Optima 3 IMS:

Upon the written request of COUNTY's Project Director made at any time and from time to time during the term of this Agreement, CONTRACTOR shall provide to COUNTY (i) other professional services, including, but not limited to, Custom Programming Modifications, as set forth in Task 11 (Custom Programming Modifications) of Exhibit A.1 (Statement of Work - Optima 3 IMS), and (ii) additional licenses, at the fixed price as set forth in Attachment B.1 (Schedule of System Hardware and System Software - Optima 3 IMS) of Exhibit A.1 (Statement of Work - Optima 3 IMS), as to which COUNTY shall make such request(s).

7.5.2.1 Other Professional Services Fees:

All other professional services for Optima 3 IMS, including, without limitation, Custom Programming Modifications, shall be provided by CONTRACTOR at the Fixed Hourly Rate of Two Hundred Dollars (\$200.00) through June 30, 2004. During the period from July 01, 2004 to June 30, 2005, the Fixed Hourly Rate shall be Two Hundred Ten Dollars (\$210). Custom Programming Modifications shall be provided in the manner set forth in Task 11 (Custom Programming Modifications) of Exhibit A.1 (Statement of Work - Optima 3

IMS) and shall only include enhancements relating to requirements not reflected in Exhibit A.1 (Statement of Work - Optima 3 IMS), as determined in the sole judgment of COUNTY's Project Director.

7.5.2.2 Additional Licenses Fees:

The Maximum Total Fixed Price for additional licenses shall be calculated by multiplying the Unit Cost for each licensed Item as shown on Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3 IMS) by the number of additional licenses provided. The additional licenses shall become part of the System Software and shall be subject to the license terms and conditions set forth in Subparagraph 11.2 (License) below.

7.5.3 Upon COUNTY's request for other professional services other than Custom Programming Modifications, CONTRACTOR shall provide COUNTY, within twenty (20) days of receipt of such request, a written quotation of a Maximum Total Fixed Price (including, without limitation, CONTRACTOR staff level recommended) in response to COUNTY's request. CONTRACTOR's quotation shall be valid for sixty (60) days from submission.

34. Subparagraph 8.1 (Invoices) of the body of the Agreement is amended to read as follows:

8.1 Invoices:

CONTRACTOR shall invoice COUNTY monthly in arrears (except as otherwise provided in Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive) and Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS) for all tasks, subtasks, deliverables, goods, services and other work which are specified (i) in Exhibit A (Statement of Work - Remittance Processing & Image Archive), Exhibit B (Schedule of Payments - Remittance Processing & Image Archive), and Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive), or (ii) in Exhibit A.1 (Statement of Work - Optima 3 IMS), Exhibit B.1 (Schedule of Payments - Optima 3 IMS) and Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS), as applicable, and which have been provided by CONTRACTOR and approved in writing by COUNTY pursuant to the terms of this Agreement. All invoices shall be subject to COUNTY's written approval pursuant to Subparagraph 2.6 (Approval of Invoices). CONTRACTOR shall prepare invoices which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Agreement. CONTRACTOR's payments shall be as provided in Exhibit B (Schedule of Payments - Remittance Processing & Image Archive) and Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive), or Exhibit B.1 (Schedule of Payments - Optima 3 IMS) and Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS), as applicable. All invoices under this Agreement shall be submitted in duplicate to the following address:

Treasurer & Tax Collector
Fiscal Services
500 West Temple Street, Room 434
Los Angeles, Ca 90012

Each invoice submitted by CONTRACTOR shall indicate:

- A. The tasks, subtasks, deliverables, goods, services, or other work as described in Exhibit A (Statement of Work - Remittance Processing & Image Archive), Exhibit B (Schedule of Payments - Remittance Processing & Image Archive) and Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive), or Exhibit A.1 (Statement of Work - Optima 3 IMS), Exhibit B.1 (Schedule of Payments - Optima 3 IMS) and Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS), as applicable, for which payment is claimed.
- B. The date of written approval of the tasks, subtasks, deliverables, goods, services, or other work by COUNTY's Project Director.
- C. Indication of any applicable withhold amount for payments claimed or reversals thereof.
- D. Indication of any applicable credits due COUNTY under the terms of this Agreement or reversals thereof.

35. Subparagraph 8.4 (Payments) of the body of the Agreement is amended to read as follows:

8.4 Payments:

8.4.1 Payments - Remittance Processing & Image Archive:

For Remittance Processing & Image Archive, County will pay the following amounts at the following times:

- A. CONTRACTOR's invoice for Deliverable 3.3 (Final Design Document) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments - Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.

- B. CONTRACTOR's invoice for Deliverable 7.1 (Installed, Operable, and Tested System Hardware at Pre Staging Test Site) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments - Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- C. CONTRACTOR's invoice for Deliverable 7.4 (Successful User Testing) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments - Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- D. CONTRACTOR's invoice for Deliverable 9.5 (System Cutover to Production Use) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments - Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- E. CONTRACTOR's invoice for Deliverable 9.6 (Production Use of System for Thirty (30) Consecutive Days With No Deficiencies) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments - Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- F. CONTRACTOR's invoice for Deliverable 10.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B (Schedule of Payments - Remittance Processing & Image Archive), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one

hundred percent (100%) of the amount payable by COUNTY for such Deliverable.

- G. CONTRACTOR's invoice for each Custom Programming Modification requested by COUNTY pursuant to Subparagraph 7.5.1 (Other Professional Services – Remittance Processing & Image Archive) shall be submitted to COUNTY, in the amount of the Maximum Total Fixed Price set forth in COUNTY approved System Design Report, after COUNTY has approved in writing Deliverable 11.3 (Production Use of Custom Programming Modifications) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) for such Custom Programming Modification.
- H. CONTRACTOR's invoice for each COUNTY request for other professional services pursuant to Subparagraph 7.5.1 (Other Professional Services – Remittance Processing & Image Archive) other than Custom Programming Modifications shall be submitted to COUNTY, in the amount of the Maximum Total Fixed Price set forth in COUNTY-approved written quotation, after COUNTY has approved in writing the particular other professional services and all deliverables associated with such services as determined by COUNTY's Project Director in his/her sole discretion.

8.4.2 Payments - Optima 3 IMS:

For Optima 3 IMS, COUNTY will pay the following amounts at the following times:

- A. CONTRACTOR's invoice for Deliverable 3.3 (Final Design Document) of Exhibit A.1 (Statement of Work – Optima 3 IMS) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B.1 (Schedule of Payments - Optima 3 IMS), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- B. CONTRACTOR's invoice for Deliverable 4.3 (System Tested Operating Software and Baseline Application Software) of Exhibit A.1 (Statement of Work – Optima 3 IMS) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B.1 (Schedule of Payments - Optima 3 IMS), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.

- C. CONTRACTOR's invoice for Deliverable 6.3 (Installed and System Tested Interfaces) of Exhibit A.1 (Statement of Work – Optima 3 IMS) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B.1 (Schedule of Payments - Optima 3 IMS), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- D. CONTRACTOR's invoice for Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work – Optima 3 IMS) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B.1 (Schedule of Payments - Optima 3 IMS), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- E. CONTRACTOR's invoice for Deliverable 8.6 (Maintain Production Use of System for Thirty (30) Consecutive Days with No Deficiencies) of Exhibit A.1 (Statement of Work – Optima 3 IMS) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefor shown on Exhibit B.1 (Schedule of Payments - Optima 3 IMS), after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- F. CONTRACTOR's invoice for Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS) shall be submitted to COUNTY, in the amount of the Maximum Fixed Price therefore shown on Exhibit B.1 (Schedule of Payments - Optima 3 IMS) after COUNTY has approved such Deliverable in writing. This Maximum Fixed Price consists of one hundred percent (100%) of the amount payable by COUNTY for such Deliverable.
- G. CONTRACTOR's invoice for each Custom Programming Modification requested by COUNTY pursuant to Subparagraph 7.5.2 (Other Professional Services - Optima 3 IMS) shall be submitted to COUNTY, in the amount of the Maximum Total Fixed Price set forth in COUNTY approved System Design Report, after COUNTY has approved in writing Deliverable 11.3 (Production Use of Custom Programming Modifications) of Exhibit A.1 (Statement of Work – Optima 3 IMS) for such Custom Programming Modification.
- H. CONTRACTOR's invoice for each COUNTY request for other professional services and/or additional licenses pursuant to Subparagraph 7.5.2 (Other Professional Services - Optima 3 IMS) other

than Custom Programming Modifications shall be submitted to COUNTY, in the amount of the Maximum Total Fixed Price set forth in COUNTY-approved written quotation, after COUNTY has approved in writing the particular other professional services and all deliverables associated with such services and/or additional licenses as determined by COUNTY's Project Director in his/her sole discretion.

36. Subparagraph 8.5 (County's Right to Withhold Payment) of the body of the Agreement is amended to read as follows:

8.5 County's Right to Withhold Payment:

Notwithstanding any other provision of this Agreement, and in addition to any rights of COUNTY given by law or provided in this Agreement, COUNTY may upon written notice to CONTRACTOR withhold payment for any Deliverable while CONTRACTOR is in default hereunder, or at any time that CONTRACTOR has not provided a COUNTY-approved Deliverable which under the approved Project Control Document pursuant to Deliverable 1 (Project Control Document) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) or Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable, is identified as dependent on, and is scheduled to be delivered prior to or concurrently with, the Deliverable for which payment would otherwise be due and is withheld.

37. Subparagraph 9.1 (General) of the body of the Agreement is amended to read as follows:

9.1 General:

- A. The Remittance Processing & Image Archive System and Optima 3 IMS System shall achieve Final Acceptance by COUNTY when and if: COUNTY's Project Director has approved, in writing, Deliverable 10.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) for the Remittance Processing & Image Archive System and Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS) for the Optima 3 IMS System, confirming that the System has been successfully completed and that CONTRACTOR has successfully completed all corrective action for all material Deficiencies, as determined in the sole judgment of COUNTY's Project Director, subject to the provisions of Paragraph 61 (Dispute Resolution Procedure).
- B. For purposes of this Subparagraph 9.1, CONTRACTOR acknowledges and agrees that the determination by COUNTY's Project Director in his/her sole judgment, subject to Paragraph 61 (Dispute Resolution

Procedure), with respect to whether a Deficiency is material may include, without limitation, the determination that the following are material Deficiencies: (a) any Deficiency that results in data loss, data corruption, abnormal termination of a program (i.e., a crash, quit, exit or similar phenomenon) an infinite loop, a “hang”, an arithmetic or logic error, or similar manifest malfunction; (b) any Deficiency that results in System Components that COUNTY’s Project Director, in his/her sole judgment, determines to be important or essential, becoming inoperable or nonfunctional; (c) any Deficiency that has a significant adverse impact on the operations to be performed using the System or any System Component(s) as determined by COUNTY’s Project Director, in his/her sole judgment, subject to Paragraph 61 (Dispute Resolution Procedure); (d) any Deficiency that substantially reduces Users’ ability to use, or causes intermittent inoperability of, one or more material functions of the System or any System Component(s) as determined by COUNTY’s Project Director in his/her sole judgment; (e) any Deficiency that results in the System or any System Component(s) failing to comply with Subsection 10.4.G (Year 2000 Warranty); and (f) any other Deficiency that COUNTY’s Project Director, in his/her sole judgment, determines to be material. CONTRACTOR further acknowledges and agrees that the determination by COUNTY’s Project Director in his/her sole judgment with respect to whether a Deficiency is material may include, without limitation, the determination that it constitutes a material Deficiency for the System to have a significant number of Deficiencies, even if each individual Deficiency, when evaluated individually, may not be considered to be material.

38. Subparagraph 9.2 (CONTRACTOR Tests) of the body of the Agreement is amended to read as follows:

9.2 CONTRACTOR Tests:

CONTRACTOR shall conduct all tests specified in this Subparagraph 9.2 and in Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS), except User Tests as specified in Subparagraph 9.3 (User Tests), Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS). Such CONTRACTOR tests shall include, without limitation, the following:

- A. Unit Testing. Unit Testing as set forth in (i) Task 4 (Operating Software and Baseline Application Software Set Up) and/or Task 5 (Baseline Application Modifications), as the case may be, of Exhibit A (Statement of Work - Remittance Processing & Image Archive) or (ii) Task 4 (Operating Software and Baseline Application Software Set Up) of Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable, to

confirm that each and every individual component and subcomponent of each and every System Component operates properly in accordance with all Specifications and all provisions of this Agreement and with no Deficiencies.

- B. System Testing. System Testing as set forth in (i) Task 4 (Operating Software and Baseline Application Software Set Up), Task 5 (Baseline Application Modifications), Task 7 (System Hardware and System Software Installation for Set Up and Pre Staging Test Environment), Task 8 (Delivery and Installation of System Hardware and System Software at the Preliminary Site at COUNTY Facility), and Task 9 (System Set Up and Configuration at Permanent Site at COUNTY Facility), as the case may be, of Exhibit A (Statement of Work - Remittance Processing & Image Archive) or (ii) Task 4 (Operating Software and Baseline Application Software Setup), Task 6 (Interfaces) and Task 8 (System Setup and Configuration at Permanent Site at County Facility), as the case maybe, of Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable, to confirm that each and every System Component operates properly with each and every other System Component in accordance with all Specifications and all provisions of this Agreement and with no Deficiencies.

CONTRACTOR shall give COUNTY written notice of each System Test, and designated representatives of COUNTY may observe the System Tests and verify the results as COUNTY deems necessary or appropriate. Upon satisfactory completion of each System Test, CONTRACTOR shall deliver to COUNTY a written certification of successful completion of the applicable System Test.

39. Subparagraph 9.3 (User Tests) of the body of the Agreement is amended to read as follows:

9.3 User Tests:

After CONTRACTOR delivers the certification of successful completion of all applicable CONTRACTOR System Tests in accordance with Subparagraph 9.2 (CONTRACTOR Tests) COUNTY shall conduct User Testing as also described in Subtask 7.4 (Conduct User Testing of the System), Subtask 8.4 (Conduct User Testing of the System at Preliminary Site), and Subtask 9.4 (Conduct User Testing of the System at the Permanent Site), as applicable, of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Subtask 8.4 (Conduct User Testing of the System at the Permanent Site) of Exhibit A.1 (Statement of Work - Optima 3 IMS), pursuant to which COUNTY will perform, with the active assistance and support of CONTRACTOR, such tests as COUNTY may deem appropriate to confirm whether each System

Component works in accordance with applicable Specifications and all provisions of this Agreement.

40. Subparagraph 9.4 (Conduct Performance Benchmark Verification) of the body of the Agreement is amended to read as follows:

9.4 Conduct Performance Benchmark Verification:

- 9.4.1 CONTRACTOR shall conduct Performance Benchmark Verification as described in Task 10 (Performance Benchmark Verification) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Task 9 (Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS).
- 9.4.2 CONTRACTOR shall have successfully completed Task 10 (Performance Benchmark Verification) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Task 9 (Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS) which include, without limitation, stress and reliability testing of the System, after COUNTY's Project Director has approved, in writing, Deliverable 10.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) or Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable.
- 9.4.3 In the event the System fails to successfully complete the Performance Benchmark Verification as described in Task 10 (Performance Benchmark Verification) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) or Task 9 (Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS), CONTRACTOR shall provide COUNTY with a diagnosis of the Deficiencies and proposed solution(s). COUNTY's Project Director, in his/her sole discretion, may reject any proposed solution, which he/she believes is unreasonable.

If the System fails to successfully complete such Performance Benchmark Verification and CONTRACTOR is unable to correct all Deficiencies in a manner acceptable to COUNTY's Project Director in the sole exercise of his/her discretion, then CONTRACTOR and COUNTY shall jointly configure, and CONTRACTOR shall purchase and install, at its own cost and expense, all additional hardware and software components necessary to address and correct such Deficiencies in order to cause the System successfully to complete the Performance Benchmark Verification.

Title to each such additional component of hardware shall automatically transfer from CONTRACTOR to COUNTY upon COUNTY's written approval of, and payment for, Deliverable 10.2 (Completion and Documentation of Performance

Benchmark Verification) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS). CONTRACTOR shall provide COUNTY with a License (as defined in Subparagraph 11.2.A) to each such additional component of software upon COUNTY's written approval of, and payment for, Deliverable 10.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS). CONTRACTOR warrants to COUNTY that each component of such additional hardware shall be owned by CONTRACTOR and, upon the date of title transfer to COUNTY, shall be free and clear of all liens and encumbrances. CONTRACTOR further warrants to COUNTY that upon COUNTY's written approval of, and payment for, Deliverable 10.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS) each component of such additional hardware shall be owned by COUNTY. Upon COUNTY's written approval of, and payment for, Deliverable 10.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 9.2 (Completion and Documentation of Performance Benchmark Verification) of Exhibit A.1 (Statement of Work - Optima 3 IMS), each such additional software component shall be deemed to constitute a component of Application Software or Operating Software, as applicable, and each such additional hardware component shall be deemed to constitute a component of System Hardware comprising part of the System, and all such additional software and additional hardware shall be subject to the warranty provisions set forth in this Agreement, including, without limitation, Paragraph 10 (Warranty) and Paragraph 58 (Warranty Pass-Through).

41. Subparagraph 10.1 (Warranty Services) of the body of the Agreement is amended to read as follows:

10.1 Warranty Services:

- A. CONTRACTOR's warranty services are set forth in Subparagraphs 10.3 (Warranty Services Response), 10.6 (Notifications of Deficiencies for Warranty Services) and 10.7 (Corrections During Warranty Periods) for the System and each System Component and shall commence upon, and shall continue until the expiration of, the periods set forth in Subparagraph 10.2 (Warranty Periods for Warranty Services), each hereafter referred to as a "Warranty Period." CONTRACTOR shall provide all maintenance services from the commencement date of the

applicable Warranty Period at the maintenance fees for System Software and System Hardware maintenance services as set forth in Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive) and Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS), except as provided in Paragraph 54 (Transition to Optima 3 IMS System).

- B. A System Hardware component that is not in good operating condition due to one or more of the following causes will not be covered by such warranty services and shall be repaired by CONTRACTOR only upon the payment of additional charges as part of COUNTY requested other professional services pursuant to Subparagraph 7.5 (Other Professional Services): COUNTY's alteration of the System Hardware component without CONTRACTOR's approval; COUNTY's misuse or abuse relating to the System Hardware component, including COUNTY's failure to operate the System Hardware component in accordance with the manufacturer's specifications or COUNTY's improper testing, installation or handling of the System Hardware component; failure of hardware not maintained by CONTRACTOR; fire originating outside of the System Hardware component; water damage; and acts of God or other types of catastrophic damage.

- 42. Subparagraph 10.2 (Warranty Periods for Warranty Services) of the body of the Agreement is amended to read as follows:

10.2 Warranty Periods for Warranty Services:

CONTRACTOR hereby warrants to COUNTY that the System Software and System Hardware shall perform in accordance with the Specifications and this Agreement for the periods described as follows:

- A. For each System Hardware component, CONTRACTOR's warranty shall commence upon COUNTY's written approval of (i) Deliverable 9.5 (System Cutover to Production Use) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) for Remittance Processing & Image Archive, and (ii) Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS) for Optima 3 IMS, and shall continue for ninety (90) days thereafter.
- B. For each System Software component, CONTRACTOR's warranty shall commence upon COUNTY's written approval of (i) Deliverable 9.5 (System Cutover to Production Use) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) for Remittance Processing & Image Archive, and (ii) Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS) for Optima 3 IMS, and shall continue thereafter for the term of this Agreement.

43. Subparagraph 10.4 (Further Warranties) of the body of the Agreement is amended to read as follows:

10.4 Further Warranties:

CONTRACTOR further represents, warrants, covenants and agrees that throughout the term of this Agreement:

- A. CONTRACTOR shall strictly comply with the descriptions and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design operating meeting industry standards) set forth in Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS).
- B. All tasks, subtasks, Deliverables, goods, services, and other work shall be performed in a timely and professional manner by qualified personnel.
- C. All tasks, subtasks, Deliverables, goods, services, and other work shall be completed in accordance with this Agreement, Deliverable documentation and manufacturer's specifications.
- D. All documentation developed under this Agreement for the Remittance Processing & Image Archive product and for the Optima 3 IMS product shall be uniform in appearance.
- E. The System Components shall be capable of interconnecting and/or interfacing with each other and the, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement (including, without limitation, the Recitals, Exhibit A (Statement of Work - Remittance Processing & Image Archive), Exhibit A.1 (Statement of Work - Optima 3 IMS) and the Specifications).
- F. CONTRACTOR shall not cause any unplanned interruption of the operations of, or accessibility to the System or any System Component through any device, method or means including, without limitation, the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, which has the potential or capability of compromising the security of COUNTY's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any System Component to COUNTY or any User or which could alter, destroy, or inhibit the use of the System, any System Component, or the data contained therein (collectively referred to for purposes of this Subparagraph 10.4.F as

"Disabling Device(s)"), which could block access to or prevent the use of the System or any System Component by COUNTY or Users. CONTRACTOR represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any System Component provided to COUNTY under this Agreement, nor shall CONTRACTOR knowingly permit any subsequently delivered System Component to contain any Disabling Device, other than lock-offs contained on the delivered media which only prevents use of software contained on such media other than System Components. Nothing in this paragraph shall preclude COUNTY and CONTRACTOR, upon mutual agreement, from installing software that is licensed by annual usage provided any such limiting feature is fully disclosed in writing and accepted by the COUNTY prior to any such installation.

G. Year 2000 Warranty. CONTRACTOR represents and warrants as to all System Components licensed or sold pursuant to this Agreement, that as of the date of initial installation at any COUNTY Facility of any System Component:

1. Each such System Component is designed to be used prior to, during and after the calendar year 2000 A.D. and that it shall operate during, and across, each such time period without error relating to date data, specifically including, without limitation, any error relating to, or the product of, date data which represents or references different centuries or more than one century.

CONTRACTOR further represents and warrants that as of the date of initial installation at any COUNTY Facility of any System Component, each System Component shall be and shall continue to be Year 2000 Compliant according to the definitions set forth below.

Except for specific Interfaces selected in the sole judgment of, and identified in writing by, COUNTY's Project Director, all date processing by all System Components shall include Four Digit Year Format and recognize and correctly process dates for Leap Year. Additionally, except for specific Interfaces selected in the sole judgment of, and identified in writing by, COUNTY's Project Director, all date sorting by all System Components that includes a "year category" shall be done based on the Four Digit Year Format code.

Four Digit Year Format shall mean a format that allows processing of a four-digit year date: the first two digits shall designate the century and the second two digits shall designate the year within

the century. As an example, 1996 shall mean the 96th year of the 20th century.

Leap Year shall mean the year during which an extra day is added in February (February 29th). Leap Year occurs in all years divisible by 400 or evenly divisible by 4 and not evenly divisible by 100. For example, 1996 is a Leap Year since it is divisible by 4 and not evenly divisible by 100. 2000 is a Leap Year since it is divisible by 400. The year 2000 is a Leap Year.

Year 2000 Compliant shall mean that the data outside of the range 1900-1999 shall be correctly processed in any level of each System Component.

2. Each System Component shall not abnormally end or provide invalid or incorrect results as a result of the date data, specifically including date data, which represents or references different centuries or more than one century.
3. Each System Component has been designed to ensure year 2000 compatibility, including, but not limited to, date data century recognition, calculations, which accommodate same century and multi-century formulas, and date values, and date data interface values that reflect the century.
4. Each System Component includes Year 2000 Capabilities. Year 2000 Capabilities shall mean each System Component:
 - (a) Shall properly manage and manipulate data involving dates, including single century formulas and multi-century formulas, and shall not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and
 - (b) Shall provide that all date-related data interface functionalities include the indication of century.

CONTRACTOR shall also pass through to COUNTY pursuant to Paragraph 58 (Warranty Pass-Through) whatever year 2000 warranties it receives from any manufacturer or publisher of any of the System Hardware, System Software or any other product or service provided hereunder.

CONTRACTOR acknowledges and agrees it is of critical importance to COUNTY that the System be fully Year 2000 Compliant, demonstrate year 2000 compatibility, and have Year

2000 Capabilities as set forth in this Subparagraph 10.4.G, and that any failure of any System Component to conform to the warranties and representations made by CONTRACTOR pursuant to this Subparagraph 10.4.G could result in COUNTY having to bring the System into year 2000 compliance or replace the System with a system that is Year 2000 Compliant, which would result in substantial monetary loss and other damages to COUNTY.

- H. CONTRACTOR shall support the Remittance & Image Archive System Software components in their respective then-existing architecture and for their respective then-existing versions and the most recent prior five (5) major versions installed at COUNTY Facility for five (5) years from the Effective Date. CONTRACTOR shall support the Optima 3 IMS System Software components in their respective then-existing architecture and for their respective then-existing versions and the most recent prior two (2) major versions installed at COUNTY Facility for five (5) years from the Effective Date.
- I. All System Software and System Hardware shall perform according to the Specifications and all other requirements set forth in Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS). Without limitation of the foregoing, all System Software, System Hardware and conversions shall be free from all Deficiencies, as determined by COUNTY.
- J. Provided that COUNTY is paying any applicable maintenance fees for System Software and System Hardware maintenance services as set forth in Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive), subject to Paragraph 74 (Transition to Optima 3 IMS System), and Exhibit D.1 (Schedule of Maintenance - Optima 3 IMS), then all updates, enhancements, improvements, releases or versions of the System Software, or any component or module of such System Software, and all Documentation related thereto shall be provided to COUNTY, at no additional cost over and above the sums otherwise payable by COUNTY under this Agreement, promptly after the creation thereof, and in no event later than thirty (30) days after COUNTY's request therefor. CONTRACTOR may from time to time recommend the purchase of additional equipment and/or operating software to fully utilize the updates, enhancements, improvements, releases or versions. Notwithstanding CONTRACTOR's recommendation, COUNTY, in its sole discretion, may decline such additional purchase without affecting CONTRACTOR's obligations under this Subparagraph 10.4.J.
- K. CONTRACTOR shall prevent viruses from being incorporated or introduced into any of the System Software or updates or enhancements

thereto prior to delivery thereof to COUNTY, and shall utilize its best efforts to prevent any viruses being incorporated or introduced in the process of CONTRACTOR's loading of System Software, loading of updates and enhancements thereto, or being introduced in the process of CONTRACTOR's performance of on-line support. Upon installation of the System Software at COUNTY's site, COUNTY assumes all responsibility for virus protection. COUNTY and CONTRACTOR agree to utilize the latest version of commercially reasonable virus scan software on their systems. Furthermore, COUNTY and CONTRACTOR agree to promptly notify the other by phone in the event a virus is detected on their respective system and to provide written notification of any such event within one (1) business day of any such notification. CONTRACTOR will use commercially reasonable efforts to assist COUNTY, at COUNTY's request, in the event that a virus is detected on COUNTY's System. However, CONTRACTOR assumes no responsibility for any damage, including but not limited to damage to the System or data loss, caused by any such virus provided any such virus, was not introduced into the COUNTY's System by CONTRACTOR

44. Subparagraph 10.5 (Additional Warranties) of the body of the Agreement is amended to read as follows:

10.5 Additional Warranties:

CONTRACTOR further represents, warrants, covenants and agrees throughout the term of this Agreement to all of the following in providing the System Software, System Hardware and services of CONTRACTOR described herein:

- A. COUNTY shall be entitled to use the System and all System Components without interruption of System use, subject only to COUNTY's obligation to make the required payments under this Agreement. CONTRACTOR represents and warrants that this Agreement is neither subject nor subordinate to any right or claim of any third party, including, without limitation, CONTRACTOR's creditors. Further, CONTRACTOR represents and warrants that, during the term of this Agreement, it shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of COUNTY, and without providing in such subordination instrument for non-disturbance of COUNTY's use of the System and System Components in accordance with this Agreement.
- B. All the System Hardware shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as more fully set forth in Exhibit A (Statement of Work - Remittance

Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS), as determined by COUNTY.

- C. All System Software shall operate and conform to all Specifications. Further, all of the same shall be free from all material programming errors and material defects in workmanship and materials, and the determination of whether programming errors and defects are material shall be made by COUNTY in the same manner as COUNTY determines material Deficiencies as set forth in Subparagraph 9.1 (General).
- D. In accordance with the provisions of Subparagraph 11.3 (Source Code), CONTRACTOR shall supply Escrow Agent with all source code for all System Software and all Documentation and other proprietary information related to such source code for the entire term of the License (other than source code for certain Third Party Software (i) not owned by Kyris Image Software, shown as Items 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 19, and 22 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) for Remittance Processing & Image Archive, and (ii) not owned by Hyland, shown as Items 7, 8, 9, 10, 11, 12, 13, and 25, 26, 27, and 28 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software - Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS) for Optima 3 IMS, for which CONTRACTOR does not have the right to provide source code). CONTRACTOR shall ensure that the Escrow Agent has at all times been delivered the most current version of the source code, as well as object code for all System Software.
- E. CONTRACTOR is duly authorized to grant to COUNTY all right, title and interest in and to the System Hardware. CONTRACTOR further warrants that each component of the System Hardware to be provided to COUNTY shall be owned by CONTRACTOR and, upon the date of title transfer to COUNTY, such component shall be free and clear of all liens and encumbrances. CONTRACTOR further warrants that upon COUNTY's written approval of, and payment for, Deliverable 9.5 (System Cutover to Production Use) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS), title to each such component shall automatically transfer from CONTRACTOR to COUNTY.
- F. CONTRACTOR is duly authorized to grant to COUNTY all rights, including, but not limited to, license rights, granted by this Agreement with respect to all System Software

45. Subparagraph 10.10 (Third Party Software) of the body of the Agreement is amended to read as follows:

10.10 Third Party Software:

All components of System Software, (i) except Items 6 and 26, shown in Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), and (ii) except Items 25 and 26, shown in Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS) are owned by third parties (hereinafter “Third Party Software”). CONTRACTOR hereby represents and warrants that such Items 6 and 26 of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) and Items 25 and 26 of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) are owned by CONTRACTOR and that none of the System Software, other than the Third Party Software, is owned by third parties.

CONTRACTOR represents and warrants that it has a license to modify, and may have a need to modify, certain Third Party Software (i) owned by Kyris Image Software, shown as Items 5, 12, 13, 14, 15, 16, 17, 18, 20, 21, 23, 24 and 25 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), and (ii) owned by Hyland shown as Items 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 26, 27 and 28 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS), in order for the System to fully perform in accordance with all requirements of this Agreement.

CONTRACTOR represents and warrants that it has not modified and shall not modify, nor does CONTRACTOR have any need to modify, certain Third Party Software (i) not owned by Kyris Image Software, shown as Items 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 19 and 22 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), and (ii) not owned by Hyland, shown as Items 7, 8, 9, 10, 12, 13, and 25 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS), in order for the System to fully perform in accordance with all requirements of this Agreement. CONTRACTOR represents and warrants that it does not have any license or other right to modify such Third Party Software and that such Third Party Software shall be provided to COUNTY in the same unmodified form as received by CONTRACTOR from

the applicable third party. CONTRACTOR represents and warrants that such Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Agreement without the need for any modification of such Third Party Software by CONTRACTOR or otherwise.

COUNTY acknowledges that it may have to execute certain third party license agreements in respect to Third Party Software. These third party license agreements shall be at no cost to COUNTY and shall include reasonable terms and conditions as determined by COUNTY. To the extent that any such third party license agreement conflicts with this Agreement as it applies to COUNTY's right to use the System Software or modify the System Software, CONTRACTOR shall take all necessary action and pay all sums required to provide COUNTY with all the rights to use and modify the System Software afforded by this Agreement. CONTRACTOR warrants that whether or not such third party license agreements are required of COUNTY, COUNTY shall receive perpetual licenses of all Third Party Software that shall allow use of the System Software in accordance with all of the terms of this Agreement. Without limiting the foregoing, CONTRACTOR shall be responsible for acquiring for and delivering to COUNTY, at the sole cost of CONTRACTOR, a license permitting the use of all Third Party Software by an unlimited number of Users of the devices comprising the System Hardware (and any other hardware described in Subparagraph 11.2 (License)), except that (1) Item 24 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) shall have a license permitting the use of twenty (20) concurrent Users and (2) Items 20, 21, 23, 24, 28 and 29 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3IMS) shall have a license permitting the use of (i) thirty-five (35) named, (ii) ten concurrent (10), (iii) eighty-four (84) concurrent, (iv) fifteen (15) named (v) eighty-four (84) concurrent and (vi) fifteen (15) concurrent Users respectively.

The licenses acquired and delivered to COUNTY pursuant to this Subparagraph 10.10 do not and shall not in any way limit COUNTY's rights pursuant to Subparagraph 11.2 (License).

In the event it nonetheless becomes necessary to modify certain Third Party Software (i) not owned by Kyrus Image Software, shown as Items 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 19 and 22 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), and (ii) not owned by Hyland, shown as Items 7, 8, 9, 10, 12 13, and 25 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS), to satisfy any of the requirements of this Agreement, CONTRACTOR shall promptly, at no cost to COUNTY, either:

(1) obtain a license from the appropriate third party which shall enable CONTRACTOR to modify such Third Party Software, and CONTRACTOR shall provide all necessary modifications or (2) to the extent that CONTRACTOR is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in COUNTY's Project Director's reasonable determination, in lieu of modifying such Third Party Software. If COUNTY exercises its option to terminate this Agreement for convenience pursuant to Paragraph 34 (Termination for Convenience), the obligations of CONTRACTOR as set forth in this Subparagraph 10.10 shall be null and void. Nothing herein shall require CONTRACTOR to pay for a new release, version, or revision of Third Party Software, which is not otherwise provided under maintenance and support.

46. Subparagraph 10.11 (Response Time Warranty) of the body of the Agreement is amended to read as follows:

10.11 Response Time Warranty:

10.11.1 Remittance Processing & Image Archive:

CONTRACTOR represents, warrants and covenants that the System, when operated in accordance with the configuration recommended by CONTRACTOR pursuant to Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) and in Deliverable 3.3 (Final Design Document) shall provide sufficient computing capacity to support the System during the Response Time Warranty Period. Sufficient computing capacity shall be interpreted to mean sufficient computer hardware resources and efficient software design such that the Response Time (as used herein the term "Response Time" shall mean the elapsed time to complete each transaction processed by the System) shall not exceed the following values for ninety percent (90%) of the transactions identified below as Items 1 and 2 and one-hundred percent (100%) of the transaction identified below as Item 3:

<u>Item</u>	<u>Description of Transaction</u>	<u>Maximum Elapsed Time</u>
1	Image Retrieve	7 seconds
2	Screen Scrape	2 seconds
3	70,000 Completed Transactions	8 hours
4	Other transactions as mutually agreed in writing by COUNTY's	

Project Director and CONTRACTOR's
Project Director.

10.11.2 Optima 3 IMS:

CONTRACTOR represents, warrants and covenants that the System, when operated in accordance with the configuration recommended by CONTRACTOR pursuant to Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS) and in Deliverable 3.3 (Final Design Document) shall provide sufficient computing capacity to support the System during the Response Time Warranty Period. Sufficient computing capacity shall be interpreted to mean sufficient computer hardware resources and efficient software design such that the Response Time (as used herein the term "Response Time" shall mean the elapsed time to complete each transaction processed by the System) shall not exceed the following values for ninety percent (90%) of the transactions identified below as Items 1, 2, 3 and 4:

<i>Item</i>	<i>Description of Transaction</i>	<i>Maximum Elapsed Time</i>
1	Document Retrieval	3 seconds
2	Cold Upload – 1 GB File	20 minutes
3	Check Image Upload (125,000 Items)	1 hour
4	Scanner Capture Rate (65 pages)	1 minute
5	Other transactions as mutually agreed in writing by COUNTY's Project Director and CONTRACTOR'S Project Director.	

10.11.3 It is further provided that:

- A. The Response Time Warranty Period shall commence upon COUNTY's written approval of (i) Deliverable 9.5 (System Cutover to Production Use) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) for Remittance Processing & Image Archive, and (ii) Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work – Optima 3 IMS) for Optima 3 IMS, as applicable, and shall continue for the entire term of this Agreement.
- B. The following process shall be used to monitor Response Time compliance:

1. In the event COUNTY's Project Director believes that the System's Response Times are not in compliance with the Response Time measurements described in this Subparagraph 10.11, COUNTY shall request that CONTRACTOR monitor the System for eight (8) continuous hours as specified by COUNTY to verify Response Time compliance or noncompliance.
 2. CONTRACTOR shall commence Response Time monitoring within three (3) working days of notification by COUNTY's Project Director, or as mutually agreed to by CONTRACTOR's Project Manager and COUNTY's Project Director.
 3. Prior to commencement of the monitoring period, CONTRACTOR may insert timing code programs within the System Software. Downtime shall be scheduled to allow CONTRACTOR to insert such timing code programs at a time which is mutually agreeable to CONTRACTOR and COUNTY. Such timing code programs shall measure the elapsed time from the entry of a query at the workstation, to the time the workstation fully displays the complete response.
 4. Prior to commencement of the monitoring period, COUNTY will notify Users of the conditions and restrictions of System use during the monitoring period as described in this Subparagraph 10.11.
 5. CONTRACTOR shall, with the active participation of COUNTY, monitor the System in accordance with this Subparagraph 10.11.
 6. CONTRACTOR shall provide to COUNTY within two (2) days of completion of the monitoring period a written report documenting the results of such Response Time monitoring. Such report shall state the total number of prompt-to-prompt interactions measured during the monitoring period, the Response Time of each such interaction, and such other information as is agreed to by the parties.
 7. Any network performance shall be excluded from the Response Time Warranty.
- C. The Response Time Warranty shall be subject to the provisions of Attachment D (Response Time Warranty Assumptions – Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Attachment D.1 (Response Time Warranty Assumptions – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3 IMS).

If after ninety (90) days of CONTRACTOR's delivery to COUNTY of the initial applicable Response Time monitoring written report, CONTRACTOR has not achieved the specified Response Time, CONTRACTOR and COUNTY shall jointly configure, and CONTRACTOR shall purchase and install, at CONTRACTOR's sole expense, all additional hardware and software components necessary to remedy the situation to meet the Response Time as set forth in this Subparagraph 10.11.

Title to each such additional component of hardware shall automatically transfer from CONTRACTOR to COUNTY upon COUNTY's Project Director's written approval of CONTRACTOR's correction of all Response Time Deficiencies. CONTRACTOR shall provide COUNTY with a License (as defined in Subparagraph 11.2.A) to each such additional component of software upon COUNTY's Project Director's written approval of CONTRACTOR's correction of all Response Time Deficiencies. CONTRACTOR warrants to COUNTY that each component of such additional hardware shall be owned by CONTRACTOR and, upon the date of title transfer to COUNTY, shall be free and clear of all liens and encumbrances. CONTRACTOR further warrants to COUNTY that upon COUNTY's Project Director's written approval of CONTRACTOR's correction of all Response Time Deficiencies, each component of such additional hardware shall be owned by COUNTY. Upon COUNTY's Project Director's written approval of CONTRACTOR's correction of all Response Time Deficiencies, each such additional software component shall be deemed to constitute a component of Application Software or Operating Software, as applicable, and each such additional hardware component shall be deemed to constitute a component of System Hardware comprising part of the System, and all such additional software and additional hardware shall be subject to the warranty provisions set forth in this Agreement, including, without limitation, Paragraph 10 (Warranty) and Paragraph 58 (Warranty Pass-Through).

47. Paragraph 11 (Ownership of the System and License) of the body of the Agreement is amended to read as follows:

11. Ownership of the System and License:

11.1 Ownership:

COUNTY shall own all the System Hardware as installed at the Central Site in accordance with Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS). Title to each component of the System Hardware shall automatically transfer from CONTRACTOR to COUNTY upon COUNTY's written approval of, and payment for, Deliverable 9.5 (Cutover to Production Use) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Deliverable

8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS).

The System Software provided to COUNTY pursuant to this Agreement, other than Third Party Software, is and shall remain the property of CONTRACTOR, and all such software is subject to the license to COUNTY granted pursuant to Subparagraph 11.2 (License). CONTRACTOR warrants that it is the owner of all of the System Software and all proprietary rights therein, other than Third Party Software, and that none of the System Software other than Third Party Software is owned by or licensed from any other person or entity.

11.2 License:

- A. CONTRACTOR hereby grants to COUNTY, effective as of the Effective Date, a perpetual, nonexclusive license, for all Users of the devices comprising the System Hardware (and any other hardware described in this Subparagraph 11.2), unrestricted except as expressly restricted in this Agreement, non-transferable except as provided in this Agreement:
- (i) To use the System Software, including, without limitation, the Third Party Software, for an unlimited number of Users of the devices comprising the System Hardware (and any other hardware described in this Subparagraph 11.2), except that (a) for Remittance Processing & Image Archive, Item 24 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work – Remittance Processing & Image Archive) shall have a license permitting the use by twenty (20) concurrent Users up to and including the date of Transition to Optima 3 IMS and (b) for Optima 3 IMS, Items 22 and 27 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3 IMS) shall each have a license permitting the use by eighty-four (84) concurrent Users, Items 21 and 28 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work – Optima 3 IMS) shall have a license permitting the use by ten (10) and fifteen (15) concurrent Users respectively and Items 20 and 24 shall have a license permitting the use by thirty-five (35) and fifteen (15) named Users respectively. If the System Hardware malfunctions, then COUNTY may use the System Software on substitute hardware provided by CONTRACTOR or certified in writing by CONTRACTOR for use with the System Software until the malfunction is corrected, as determined by COUNTY's Project Director, and such substitute hardware shall be covered by

warranty and maintenance services in the same manner as the System Hardware for which it substitutes. Further, if at any time during or after the term of this Agreement, CONTRACTOR does not provide maintenance services for the System Hardware, then COUNTY may use the System Software on substitute hardware procured from CONTRACTOR or any other source, and such use shall not constitute a violation of the license to the System Software, provided that (1) upon Director's written request for a particular item of substitute hardware, CONTRACTOR shall furnish Director with a written list of CONTRACTOR-approved substitute hardware which is certified by CONTRACTOR for use with the System Software and which shall also include, for each such item of CONTRACTOR-approved substitute hardware, at least one item from a hardware manufacturer which is independent of CONTRACTOR, and if CONTRACTOR fails to furnish such written list within five (5) working days of Director's written request, then COUNTY may use the System Software on any substitute hardware selected by COUNTY, in its sole discretion, whether procured from CONTRACTOR or any other source, and (2) if Director, in his sole discretion, determines to consider COUNTY's procurement of substitute hardware not shown on such written list furnished by CONTRACTOR, then (i) Director, in his sole discretion, may request in writing that CONTRACTOR test and certify other substitute hardware selected by COUNTY, in its sole discretion, for use with the System Software, and if so requested, CONTRACTOR shall test and certify such other substitute hardware for use with the System Software if COUNTY procures such services as described in (ii) (a) or (ii) (b) below, as applicable, and (ii) (a) during the term of this Agreement, such testing and certification services by CONTRACTOR may be procured as other professional services pursuant to Subparagraph 7.5 (Other Professional Services) or (b) after the expiration or termination of this Agreement, such testing and certification services by CONTRACTOR may be procured by COUNTY Purchase Order, approved by Director and COUNTY's Purchasing Agent and issued by COUNTY's Purchasing Agent, which is based on CONTRACTOR's written quotation of a maximum fixed price determined by the fixed hourly rate of (a) Two Hundred Ten Dollars (\$210) for Remittance Processing & Image Archive, and (b) Two Hundred Ten Dollars (\$210) for Optima 3 IMS, which fixed hourly rate shall be subject to change, for each year after the expiration or termination of this Agreement, based on and not to exceed the percentage increase or decrease (if any) in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (hereafter "CPI-U"), all Items, for the Los Angeles, Anaheim, Riverside area (1982-84 = 100) for

the immediately preceding calendar year period (January 1 through December 31), provided that any change in the fixed hourly rate shall be supported by appropriate documentation consisting of actual CPI-U increases or decreases for the prior calendar year period and such documentation must be approved in writing by Director before any change in the fixed hourly rate shall become effective for the first and subsequent years after the expiration or termination of this Agreement. In no event shall COUNTY pay CONTRACTOR any increase in the fixed hourly rate exceeding the percentage increase in CPI-U for the preceding calendar year period. In addition, COUNTY may use the System Software on other hardware at locations other than the Central Site with the prior written approval of CONTRACTOR's Project Director;

- (ii) To modify the System Software (other than certain Third Party Software (a) not owned by Kyris Image Software, shown as Items 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 19 and 22 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), and (b) not owned by Hyland, shown as Items 7, 8, 9, 10, 12, 13, and 27 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS)) after such time as one of the conditions described in Subparagraph 11.3.B (Source Code Release Conditions) has occurred which would permit COUNTY to use the Source Code as provided in this Subparagraph 11.2 and Subparagraph 11.3 (Source Code); and
- (iii) To use and modify the Documentation (herein collectively referred to as the "License"). CONTRACTOR warrants (1) that it has full power and authority to grant the License and all other rights granted by this Agreement to COUNTY, (2) that no consent of any other person or entity is required by CONTRACTOR to grant such rights other than consents that have been obtained and are in effect, and (3) that neither the performance of this Agreement by CONTRACTOR, nor the license to, and use by, COUNTY and its Users of the System or System Components in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- B. CONTRACTOR hereby grants to COUNTY, effective as of the Effective Date, a perpetual, nonexclusive license, for all Users, unrestricted except as expressly restricted in this Agreement, non-

transferable except as provided in this Agreement to reproduce and use a reasonable number of copies of the System Software by COUNTY for archive and backup purposes and for off-premises storage in the event of a catastrophe; so long as all copies of the System Software contain the copyright or other proprietary notices appearing on the copies as when initially furnished to COUNTY by CONTRACTOR.

- C. For all System Software, CONTRACTOR shall provide to COUNTY all associated Documentation, including, but not limited to, system and user manuals, in a hard copy format and, when available, electronically or on read only CD-ROM.
- D. COUNTY will not reverse engineer or reverse compile the object codes, source codes or algorithms of the System Software. COUNTY will safeguard the System Software with the degree of normal care commensurate with reasonable standards of industry security for the protection of trade secrets and proprietary information, so that, to the extent of such normal care and reasonable standards, no unauthorized use is made of the System Software and no disclosure of any part of the System Software is made to anyone other than to COUNTY's employees, agents or consultants whose duties reasonably require such disclosure. COUNTY will make all such persons aware of their responsibility to fulfill these COUNTY obligations.
- E. If CONTRACTOR markets a successor software product which replaces the System Software (other than the Third Party Software) at any time that Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive) has not expired or been terminated by COUNTY, and if, with the consent of COUNTY in its sole discretion, CONTRACTOR ceases to provide maintenance (as defined in Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive)) for the applicable System Software at any time during the term of this Agreement, then COUNTY shall be entitled to such successor product at no additional license fees, and COUNTY's license to such successor product shall be the same as COUNTY's license for such System Software. If such successor product so replaces such System Software and if CONTRACTOR so ceases to provide maintenance (as defined in Exhibit D (Schedule of Maintenance - Remittance Processing & Image Archive)) for the applicable System Software during a period of five (5) to ten (10) years after the Effective Date, then COUNTY shall be entitled to such successor product at a discount of fifty percent (50%) of the then current license fees for such successor product, and COUNTY's license to such successor product shall be the same as COUNTY's license for such System Software.

11.3 Source Code:

A. Escrow of Source Code:

(i) Remittance Processing & Image Archive:

Exhibit J (Escrow Agreement - Remittance Processing & Image Archive) (hereafter, together and alternatively with the definition in Subparagraph 11.3.A(ii), "Escrow Agreement") is an agreement which shall be prepared for execution by CONTRACTOR, COUNTY and DSI Technology Escrow Services, Inc., a Delaware corporation, simultaneously with this Agreement. In accordance with the provisions of the Escrow Agreement, CONTRACTOR shall: (1) within three (3) working days after the Effective Date, deposit with DSI Technology Services, or any successor or other escrow organization approved in advance in writing by Director (hereafter, together and alternatively with the definition in Subparagraph 11.3.A(ii), collectively "Escrow Agent"), the source code for all Application Software and Operating Software (other than certain Third Party Software not owned by Kyris Image Software, shown as Items 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 19 and 22 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) for which CONTRACTOR does not have the right to provide source code) and (2) deposit with Escrow Agent the source code for any modifications, updates, enhancements, corrections, patches, improvements, and new releases of all Application Software and Operating Software (other than certain Third Party Software not owned by Kyris Image Software, shown as Items 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 19 and 22 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive) promptly after delivery to COUNTY of the corresponding object code. The source code for all Application Software and Operating Software (other than source code for certain Third Party Software not owned by Kyris Image Software, shown as Items 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 19 and 22 of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive)), together with all modifications, updates, enhancements, corrections, patches, improvements, and new releases, are referred to herein collectively (together and alternatively with the definition in Subparagraph 11.3.1(ii)) as

"Source Code." CONTRACTOR's duty to deposit the Source Code with Escrow Agent shall continue throughout the term of this Agreement. Escrow Agent shall hold the Source Code unless one of the release conditions described in the Escrow Agreement has occurred which would permit COUNTY to obtain and use the Source Code. The parties acknowledge that as a result of the passage of time alone, the deposited Source Code may be susceptible to loss of quality (hereafter, together or alternatively with the definition in Subparagraph 11.3.A(ii), "Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, CONTRACTOR shall deliver to Escrow Agent a new copy of all deposited Source Code at least once every two (2) years upon written request of COUNTY's Project Director at no charge to COUNTY. Further, in the event the Source Code or any part of it is destroyed or corrupted, then upon COUNTY's Project Director's request, CONTRACTOR shall, deliver a replacement copy of the Source Code to Escrow Agent within thirty (30) days of receipt of COUNTY's written request, at no charge to COUNTY.

All of the fees, expenses and costs of Escrow Agent under the Escrow Agreement shall be billed to COUNTY and shall be paid by COUNTY, at COUNTY's sole expense. The funds required to pay for such fees, expenses and costs during the term of this Agreement shall be drawn from the amount available for other professional services as shown in Exhibit B (Schedule of Payments - Remittance Processing & Image Archive) (i.e., \$238,921) and shall not exceed Nine Thousand Three Hundred Dollars (\$9,300) of such amount.

CONTRACTOR shall fully comply with all of the terms and conditions of the Escrow Agreement.

COUNTY shall not be liable or responsible in any way whatsoever, whether under the Escrow Agreement, this Agreement or otherwise, for: (1) any and all fees, expenses and costs due to Escrow Agent pursuant to the Escrow Agreement and (2) any and all other costs related to the Escrow Agreement or the escrow, including, but not limited to, indemnification of Escrow Agent.

(ii) Optima 3 IMS:

Exhibit J.1 (Escrow Agreement - Optima 3 IMS) (hereafter, together and alternatively with the definition in Subparagraph 11.3.A(i), "Escrow Agreement"), Software Escrow Agreement Number 5040, dated 19th October, 1994, with all Exhibits, Forms

and Addenda thereto, as modified by an Addendum thereto, shall be prepared for execution by Hyland Software, Inc. (hereafter "Hyland"), COUNTY and National Software Escrow, Inc. (hereafter "NSE"), an Ohio corporation, simultaneously with the execution of Amendment Number One to this Agreement. In accordance with the provisions of the Escrow Agreement, CONTRACTOR shall ensure: (1) within three (3) working days after the execution date of Amendment Number One to the Agreement, the deposit with NSE or any successor or other escrow organization approved in advance in writing by Director (hereafter, together and alternatively with the definition in Subparagraph 11.3.A(i), collectively "Escrow Agent"), the source code for all Application Software and Operating Software (other than certain Third Party Software not owned by Hyland, shown as Items 7, 8, 9, 10, 12, 13, and 27 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS)) for which CONTRACTOR does not have the right to provide source code) and (2) the deposit with Escrow Agent the source code for any modifications, updates, enhancements, corrections, patches, improvements, and new releases of all Application Software and Operating Software (other than certain Third Party Software not owned by Hyland, shown as Items 7, 8, 9, 10, 12, 13, and 27 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS)), promptly after delivery to COUNTY of the corresponding object code. The source code for all Application Software and Operating Software (other than source code for certain Third Party Software not owned by Hyland, shown as Items 7, 8, 9, 10, 12, 13, and 27 of Section II (System Software) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS)), together with all modifications, updates, enhancements, corrections, patches, improvements, and new releases, are referred to herein collectively, together or alternatively with the definition in Subparagraph 11.3.A(i), as "Source Code." CONTRACTOR's duty to ensure the deposit of the Source Code with Escrow Agent shall continue throughout the term of this Agreement. Escrow Agent shall hold the Source Code unless one of the release conditions described in the Escrow Agreement has occurred which would permit COUNTY to obtain and use the Source Code. The parties acknowledge that as a result of the passage of time alone, the deposited Source Code may be susceptible to loss of quality (hereafter, together or alternatively with the definition in Subparagraph 11.3.A(i), "Natural Degeneration"). For the purpose

of reducing the risk of Natural Degeneration, CONTRACTOR shall ensure the delivery to Escrow Agent of a new copy of all deposited Source Code at least once every two (2) years upon written request of COUNTY's Project Director at no charge to COUNTY. Further, in the event the Source Code or any part of it is destroyed or corrupted, then upon COUNTY's Project Director's request, CONTRACTOR shall ensure, the delivery of a replacement copy of the Source Code to Escrow Agent within thirty (30) days of receipt of COUNTY's written request, at no charge to COUNTY.

All of the fees, expenses and costs of Escrow Agent under the Escrow Agreement shall be billed to COUNTY and shall be paid by COUNTY, at COUNTY's sole expense. The funds required to pay for such fees, expenses and costs during the term of this Agreement shall be drawn from the amount available for other professional services as shown in Exhibit B.1 (Schedule of Payments - Optima 3 IMS) (i.e., \$41,751) and shall not exceed One Thousand Three Hundred Fifty Five Dollars (\$1,355) of such amount.

CONTRACTOR shall ensure Hyland's full compliance with all of the terms and conditions of the Escrow Agreement.

COUNTY shall not be liable or responsible in any way whatsoever, whether under the Escrow Agreement, this Agreement or otherwise, for: (1) any and all fees, expenses and costs due to Escrow Agent pursuant to the Escrow Agreement and (2) any and all other costs related to the Escrow Agreement or the escrow, including, but not limited to, indemnification of Escrow Agent.

- B. Source Code Release Conditions. In accordance with the events for Source Code release (hereafter "Release Conditions") to COUNTY as set forth in the Escrow Agreement, COUNTY shall have the right to immediately obtain from Escrow Agent and begin using the Source Code, at no charge to COUNTY.

The source code for any Optima 3 IMS System Software (other than Third Party Software) not deposited with an Escrow Agent under this Subparagraph 11.3.A(ii) shall be deposited in accordance with Subparagraph 11.3.A(i) (Remittance Processing & Image Archive) above and shall be subject to Exhibit J (Escrow Agreement – Remittance Processing & Image Archive).

- C. COUNTY's Right to Verify Source Code. Regardless of whether any one of the Release Conditions occurs, COUNTY shall have the right to

authorize Escrow Agent to verify, at COUNTY's expense, the relevance, completeness, currency, accuracy, and functionality of the Source Code by, among other things, compiling the Source Code and performing test runs for comparison with the Application Software and Operating Software other than Operating Software which constitutes Third Party Software.

- D. License of Source Code. Upon the occurrence of a Release Condition (or any other release conditions which may be specified under this Agreement), COUNTY is licensed to use the Source Code to perform its own support and maintenance, alter or modify the Source Code, and/or obtain the benefits sought under this Agreement subject to the limitations of Subparagraph 11.3.E (Possession and Use of Source Code). Nothing herein relieves CONTRACTOR of its obligation to provide support and maintenance as provided in this Agreement.
- E. Possession and Use of Source Code. Subject to the provisions of Subparagraph 11.3.D (License of Source Code), Source Code obtained by COUNTY under the provisions of this Agreement shall remain subject to every license restriction, proprietary rights protection, and other COUNTY obligation specified in this Agreement, provided that COUNTY may make the Source Code available to third parties as needed to assist it in making authorized use of the System. COUNTY may use the Source Code for the sole purpose of supporting its use of the System as expressly permitted under this Agreement or to obtain the benefits sought under this Agreement. In no event shall COUNTY be permitted to grant access to the Source Code to a direct competitor of CONTRACTOR. Likewise, COUNTY shall not be permitted to sell or transfer its rights in the Source Code to any other party. When Source Code is not in use, COUNTY agrees to keep such Source Code in a locked, secure place. When Source Code resides in a central processing unit, COUNTY shall limit access to its authorized employees and consultants who have a need to know in order to support the System.

48. Subparagraph 16.3 (Performance Bond) of the body of the Agreement is amended to read as follows:

16.3 Performance Bond:

- 16.3.1 CONTRACTOR shall furnish to COUNTY within ten (10) days after CONTRACTOR's execution of this Agreement or modification thereof, and in all events prior to the Effective Date, one or more performance bond(s) in an amount equal to one hundred percent (100%) of the Contract Sum set forth in Subparagraph 7.1 (General) during the term of this Agreement. Such performance bond shall be in form and substance satisfactory to COUNTY's Risk Manager. Such performance bond(s) shall be maintained by

CONTRACTOR in full force and effect until released by COUNTY upon Director's written determination that CONTRACTOR has fully performed all of its obligations under this Agreement. Any modification, extension, or termination of this Agreement shall in no way release CONTRACTOR or any of its sureties from any of their obligations under such performance bond. Such bond shall contain a waiver of notice of any Change Notices and Amendments to this Agreement.

- 16.3.2 No payments shall be due CONTRACTOR until the performance bond is in place and approved in writing by COUNTY. The performance bond shall be made payable to COUNTY and shall be issued by a corporate surety licensed to do business in the State of California and reasonably satisfactory to COUNTY. COUNTY Agreement number and dates of performance shall be specified in the performance bond.
- 16.3.3 Each performance bond shall secure CONTRACTOR's performance, including, without limitation, performing all CONTRACTOR's work in accordance with Exhibit A (Statement of Work - Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work - Optima 3 IMS) and providing Deliverables, and shall secure any and all damages, costs or expenses, resulting from CONTRACTOR's default in performance of this Agreement.

In the event of termination under Paragraph 32 (Termination for Default), the performance bond shall become payable to COUNTY for any outstanding damage assessments made by COUNTY against CONTRACTOR. An amount up to the full amount of the performance bond may also be applied to CONTRACTOR's liability for any administrative costs and/or excess costs incurred by COUNTY in obtaining similar software and services to replace those terminated as a result of CONTRACTOR's default. In addition, upon such a termination, COUNTY may seek any other remedies permitted under this Agreement or under applicable law.

- 16.3.4 At its sole option, COUNTY may accept certificates of deposit, cash deposits, United States government securities, or irrevocable letters of credit in lieu of commercial bonds to meet this provision. Such alternate forms of surety shall be made payable to County of Los Angeles and shall be deposited with COUNTY's Treasurer and Tax Collector. COUNTY shall have no liability or responsibility to CONTRACTOR for any such deposit or other collateral, and any loss by reason of the failure of any institution issuing such collateral shall be solely the liability and responsibility of CONTRACTOR.
- 16.3.5 Prior to acceptance of CONTRACTOR's performance bond, CONTRACTOR shall submit to COUNTY the form of the proposed performance bond or alternative security for approval by COUNTY's Risk Manager or COUNTY's Treasurer and Tax Collector, as applicable as determined by COUNTY. Both

the initial expense and the annual premiums on the performance bond shall be paid by CONTRACTOR.

49. Subparagraph 21.1 of the body of the Agreement is amended to read as follows:

21.1 CONTRACTOR and COUNTY agree that all materials, plans, reports, acceptance test criteria, acceptance test plans, the Project Control Documents and the Final Design Documents developed under both Exhibit A (Statement of Work – Remittance Processing & Image Archive) and Exhibit A.1 (Statement of Work – Optima 3 IMS), departmental procedures and processes, deliverables, data and information, excluding the System Software (hereafter in this Paragraph 21 collectively “Materials”) developed under this Agreement for delivery to COUNTY and all copyrights, patent rights, trade secret rights and other proprietary rights therein shall be the sole property of CONTRACTOR.

50. Subparagraph 32.1 of the body of the Agreement is amended to read as follows:

32.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

- A. If CONTRACTOR fails to perform or provide any task, subtask, deliverable, goods, service, or other work (i) within the times specified in this Agreement, including the applicable notice and/or cure periods, if any (if no cure period is specified in the Agreement, CONTRACTOR shall have fifteen (15) days to cure prior to termination under this Subparagraph 32.1.A), or (ii) any authorized extensions thereof (provided that nothing in this Subparagraph 32.1.A shall in any way limit or modify any rights of COUNTY or obligations of CONTRACTOR relating to timely performance by CONTRACTOR as otherwise set forth in this Agreement); or
- B. If CONTRACTOR fails to perform or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of fifteen (15) days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure; provided that (i) CONTRACTOR shall not be entitled to any cure period, except as provided in Subparagraph 7.2 (Credits to County), and COUNTY may terminate immediately, in the case of a failure to successfully and timely complete Milestone 4 of Subparagraph 4.5.1 (Milestones - Remittance Processing & Image Archive) or Milestone 4 of Subparagraph 4.5.2 (Milestones - Optima 3 IMS) or in the event that CONTRACTOR's failure to perform or comply is not reasonably capable of being cured, and (ii) that the above cure periods shall in no way apply to the calculation of the credits to

COUNTY described in Subparagraph 7.2 (Credits to County). If, pursuant to the preceding sentence, COUNTY has terminated this Agreement without providing a cure period, and subsequently a final determination is made that the default was capable of being cured, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 34 (Termination for Convenience).

51. Subparagraph 34.2 of the body of the Agreement is amended to read as follows:

- 34.2 After receipt of a notice of termination, and except as otherwise directed by COUNTY, then:
- A. CONTRACTOR shall stop work under this Agreement on the date and to the extent specified in such notice;
 - B. CONTRACTOR shall transfer to COUNTY, to the extent not previously transferred to COUNTY, title to all System Hardware pursuant to the terms of this Agreement if the effective date of the termination is on or after the date of COUNTY's written approval of, and payment for, Deliverable 9.5 (System Cutover to Production Use) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) for Remittance Processing & Image Archive and Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS) for Optima 3 IMS;
 - C. CONTRACTOR shall transfer and deliver to COUNTY copies of all completed work and work in process;
 - D. CONTRACTOR shall complete performance of such part of the work as shall not have been terminated by such notice; and
 - E. If (i) the effective date of the termination is prior to the date of COUNTY's written approval of, and payment for, Deliverable 9.5 (System Cutover to Production Use) of Exhibit A (Statement of Work - Remittance Processing & Image Archive) for Remittance Processing & Image Archive or Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS) for Optima 3 IMS, as applicable, and (ii) COUNTY, at its sole discretion, requests in writing that CONTRACTOR transfer title to all System Hardware to COUNTY and transport all System Hardware to the Central Site, and (iii) COUNTY has already paid to CONTRACTOR or pays to CONTRACTOR under this Agreement a total amount which is at least the amount of the total cost of all System Hardware for Remittance Processing & Image Archive, as shown in Section I (System Hardware) of Attachment B (Schedule of System Hardware and System Software -

Remittance Processing & Image Archive) to Exhibit A (Statement of Work - Remittance Processing & Image Archive), or for Optima 3 IMS, as shown in Section I (System Hardware) of Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS), as applicable, CONTRACTOR shall immediately transfer title to all applicable System Hardware to COUNTY and transport the System Hardware to the Central Site; and

- F. If the effective date of the termination is after (1) COUNTY's written approval of Deliverable 9.3 (Installed, Operable, and System Tested Software for the System Hardware at Permanent Site) of Exhibit A (Statement of Work – Remittance Processing & Image Archive) but prior to COUNTY's written approval of, and payment for, Deliverable 9.5 (System Cutover to Production Use) of Exhibit A (Statement of Work – Remittance Processing & Image Archive), or (2) COUNTY's written approval of Deliverable 8.3 (Installed, Operable, and System Tested Software for the System Hardware at Permanent Site) of Exhibit A.1 (Statement of Work – Optima 3 IMS) but prior to the date of COUNTY's written approval of, and payment for, Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS System), as applicable, then (i) the License to the System Software shall terminate on the date of termination and (ii) COUNTY shall return to CONTRACTOR the System Software furnished by CONTRACTOR to COUNTY pursuant to Agreement, provided that the provisions of (i) and (ii) above shall not apply and shall not be effective if (1) COUNTY, at its sole discretion, requests in writing that the License continue as provided in this Agreement and not terminate and (2) COUNTY has already paid to CONTRACTOR or pays to CONTRACTOR under this Agreement a total amount which is at least the amount of the total cost of all System Software as shown in Section II (System Software) of Attachment B (Schedule of System Hardware and System Software - Remittance Processing & Image Archive) to Exhibit A (Statement of Work – Remittance Processing & Image Archive) on Attachment B.1 (Schedule of System Hardware & System Software – Optima 3 IMS), as applicable to Exhibit A.1 (Statement of Work - Optima 3 IMS System). The provisions of this Subparagraph 34.2.F shall apply to any termination of this Agreement by COUNTY pursuant to this Paragraph 34 (Termination for Convenience) or Paragraphs 32 (Termination for Default) or 33 (Termination for Improper Consideration).
- G. Notwithstanding any other provision of this Agreement, if (i) the effective date of the termination is after the date of COUNTY's written approval of, and payment for, Deliverable 9.5 (System Cutover to Production Use) of Exhibit A (Statement of Work – Remittance

Processing & Image Archive) or Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work - Optima 3 IMS System), as applicable, and (ii) reimbursement is paid by CONTACTOR to COUNTY pursuant to Subparagraph 9.5 (Failed Testing), Paragraph 32 (Termination for Default), this Paragraph 34 or otherwise, which is for, and in the amount of, the total cost (as shown on Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work – Remittance Processing & Image Archive) or Attachment B.1 (Schedule of System Hardware and System Software – Optima 3 IMS) to Exhibit A.1 (Statement of Work - Optima 3 IMS System), as applicable) of any component of the applicable System Hardware or System Software, then, notwithstanding such reimbursement for such component of System Hardware or System Software, (1) COUNTY's title to and ownership of such component of System Hardware shall continue for a period of twenty-four (24) months after the date of termination or until COUNTY replaces such component and tests and uses such replacement component in production, whichever occurs later, and (2) COUNTY's License to such component of System Software shall continue for a period of twenty-four (24) months after the date of termination or until COUNTY replaces such component and tests and uses such replacement component in production, whichever occurs later.

52. Paragraph 46 (Consideration of GAIN Program Participants for Employment) shall be amended to include GROW Program Participants to read as follows:

46. Consideration Of Hiring Gain/Grow Program Participants:

46.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to Contractor.

46.2.1 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

53. Paragraph 51 (CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program) of the body of the Agreement is amended to read as follows:

51. CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program:

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through COUNTY contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) days of renewal or term extension amendment to this Agreement of at least one (1) year, CONTRACTOR shall submit to COUNTY's Child Support Services Department a completed Principal Owner Information Form (hereafter "POI Form"), incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of COUNTY Code, that:

- (1) POI Form has been appropriately completed and provided to the Child Support Services Department with respect to CONTRACTOR's Principal Owners;
- (2) CONTRACTOR has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and
- (3) CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance.

Such certification shall be submitted on the Child Support Compliance Program Certification (hereafter "CSCP Certification"), also incorporated herein by reference. Failure of CONTRACTOR to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the Child Support Services Department) to the Child Support Services Department shall represent a material breach of this Agreement upon which COUNTY may immediately suspend or terminate this Agreement.

54. Paragraph 52 (Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program) of the body of the Agreement is amended to read as follows:

52. Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program:

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 51 (CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program) shall constitute a default by CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of written notice by COUNTY's Child Support Services Department shall be grounds upon which COUNTY's Board of Supervisors may terminate this Agreement pursuant to Paragraph 32 (Termination for Default).

55. Paragraph 53 (CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement) of the body of the Agreement is amended to read as follows:

53. CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement:

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's Child Support Services Department will supply CONTRACTOR with the poster to be used.

56. Paragraph 74 (Transition to Optima 3 IMS System) is added to the body of the Agreement to read as follows:

74. Transition to Optima 3 IMS System:

Upon COUNTY's written approval of Deliverable 8.6 (Maintain Production Use of System for Thirty (30) Consecutive Days with No Deficiencies) of Exhibit A.1 (Statement of Work – Optima 3 IMS) (hereafter "Transition to Optima 3 IMS"), CONTRACTOR shall: (1) terminate maintenance services described in Exhibit D (Schedule of Maintenance – Remittance Processing & Image Archive) and Schedules I (Maintenance Schedule) and II (Maintenance Fee Schedule) to Exhibit D (Schedule of Maintenance – Remittance Processing & Image Archive), including Sections I.C (System Hardware - Image Archive), II.A.2 (Operating Software - Image Archive) and II.B.2 (Baseline Software – Image Archive), only with respect to Image Archive System Hardware and

System Software listed in Sections I.B (Items 10, 11, 12 and 13), II.A.2 (Items 8, 9, 10) and II.B.2 (Items 23, 24 and 25) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work – Remittance Processing & Image Archive); (2) cease invoicing COUNTY for such Image Archive maintenance services; and (3) discontinue depositing the Source Code only for Image Archive System Software listed in Section II.B.2 (Items 23, 24 and 25) of Attachment B (Schedule of System Hardware and System Software – Remittance Processing & Image Archive) to Exhibit A (Statement of Work – Remittance Processing & Image Archive) in accordance with Paragraph 11.3 (Source Code).

Unused Image Archive Maintenance Amount under this Agreement shall be determined by multiplying the number of months (whether whole or partial), remaining in the Agreement from the date of Transition to Optima 3 IMS, by the Image Archive monthly maintenance fee of Two Thousand Forty-One Dollars (\$2,041), composed of added subtotal amounts from Sections I.C (Items 21, 22, 23 and 24), II.A.2 (Items 8, 9 and 10) and II.B.2 (24, 25 and 26) of Schedule II (Maintenance Fees Schedule) to Exhibit D (Schedule of Maintenance). COUNTY shall not be responsible to CONTRACTOR for any Image Archive maintenance services performed by CONTRACTOR after the date of Transition to Optima 3 IMS.

The total obligation by COUNTY for the Remittance Processing & Image Archive maintenance services listed in Section III (Maintenance Services) of Exhibit B (Schedule of Payments) shall be reduced by the Unused Image Archive Maintenance Amount defined above.

57. Paragraph 75 (Compliance with the COUNTY’s Jury Service Program) is added to the body of the Agreement to read as follows:

75. Compliance with the COUNTY’s Jury Service Program

75.1 Jury Service Program:

This Agreement is subject to the provisions of COUNTY’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

75.2 Written Employee Jury Service Policy:

- 75.2.1 Unless CONTRACTOR has demonstrated to COUNTY’s satisfaction either that CONTRACTOR is not a “CONTRACTOR” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual

basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

75.2.2 For purposes of this Paragraph 75, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 75. The provisions of this Paragraph 75 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

75.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

75.2.4 CONTRACTOR's violation of this Paragraph 75 of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

58. Paragraph 76 (Consideration of Hiring COUNTY Employees Targeted for Layoff/on Re-employment List) is added to the body of the Agreement to read as follows:

76. Consideration of Hiring COUNTY Employees Targeted for Layoff/on Re-Employment List:

Should CONTRACTOR require additional or replacement personnel after the Effective Date to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Agreement.

59. Paragraph 77 (Recycled Bond Paper) is added to the body of the Agreement to read as follows:

77. Recycled Bond Paper:

Consistent with the COUNTY's Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Agreement.

60. Paragraph 78 (Termination for Non-Adherence of COUNTY Lobbying Ordinance) is added to the body of the Agreement to read as follows:

78. Termination For Non-Adherence Of County Lobbyist Ordinance

CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County Lobbyist or County Lobbying firm retained by CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which COUNTY may in its sole discretion, immediately terminate or suspend this Agreement.

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IN WITNESS WHEREOF, The Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be affixed and attested by the Executive Officer and Contractor has caused the Agreement to be subscribed in its behalf by its duly authorized officers, this _____ day of _____, 2003.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

CONTRACTOR
Wausau Financial Systems, Inc.

By _____
Signature

Print Name

Title

ATTEST:

(AFFIX CORPORATE SEAL HERE)

VIOLET VARONA-LUKENS
Executive Officer-Clerk
Of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By _____
Victoria Mansourian
Senior Associate County Counsel

EXHIBIT A.1
STATEMENT OF WORK
OPTIMA 3 IMS SYSTEM

EXHIBIT A.1
STATEMENT OF WORK
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Statement of Work – Optima 3 IMS

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EXHIBIT A.1
STATEMENT OF WORK – OPTIMA 3 IMS

INTRODUCTION

Unless specified otherwise, all references in this Exhibit A.1 (hereafter sometimes in this Exhibit A.1 “Statement of Work”) to Tasks, Subtasks and Deliverables are made to this Exhibit A.1.

This Exhibit A.1 defines the scope of work to be performed under this Agreement by and between County of Los Angeles and Wausau Financial Systems Inc., including, but not limited to, the configuration, setup, customization, delivery, installation, support, testing, training, implementation, and post-implementation follow-up of the System Hardware and System Software. CONTRACTOR shall install the System Hardware and System Software for the Document Imaging System (“Optima 3 IMS”).

CONTRACTOR shall prepare a Project Control Document prior to the implementation. CONTRACTOR shall install and implement the System Hardware and System Software at COUNTY Facility. CONTRACTOR shall provide all the System Hardware, System Software, Interfaces, and related services to accomplish all of the functional requirements set forth in this Exhibit A.1. CONTRACTOR shall perform all Tasks and Subtasks, and provide all Deliverables as described herein. Also defined herein are those Tasks and Subtasks that involve participation of both CONTRACTOR and COUNTY. Unless otherwise specified as an obligation of COUNTY, CONTRACTOR shall perform all Tasks and Subtasks and provide all Deliverables as defined herein.

As used herein, the term “Final Design Document” shall mean the documentation which includes, without limitation, the data requirements associated with the new business process, including without limitation, the setup of the Baseline Application Software Interfaces and Conversions as described in Attachment A.1 (Application Software Functional Requirements – Optima 3 IMS), attached hereto, and provided for in Deliverable 3.3 (Final Design Document).

COUNTY software standards are as follows:

- Microsoft SQL Server 2000
- Microsoft Windows 2000 Server
- Kofax Adrenaline Software
- ArcServ 2000 Backup NT Adv Ed
- Microsoft Office

CONTRACTOR shall provide Deliverables to COUNTY as follows:

- i. All status reports and other Deliverable documents in both a hard copy format and a copy delivered electronically via e-mail.
- ii. All Application Software documentation on CD-ROM or diskette(s), if available, or else in a hard copy format.

- iii. All Project Control Document updates using COUNTY Project Management standards in accordance with Task 2 (Project Management) and training materials in a file format (on diskette(s)).

As soon as possible as determined by CONTRACTOR, CONTRACTOR shall provide all other work delivered herein in a file format (on diskette(s) or CD-ROM) importable to COUNTY software standards.

TASK 1 PROJECT PLANNING

Subtask 1.1 Develop Project Control Document

CONTRACTOR shall develop a Project Control Document (hereafter "PCD") that shall include, without limitation; a detailed work plan with identified Milestones. Additionally, CONTRACTOR shall review the communication process, which shall include, without limitation, weekly Project Status Reports, as described in Task 2 (Project Management).

As a first step in the preparation of the PCD, CONTRACTOR shall review, clarify and refine all project goals. This process shall ensure that all involved parties have clearly defined and agreed upon all project goals. CONTRACTOR shall present such goals for written approval to COUNTY's Project Director, which may be granted or withheld in his/her sole discretion.

Subsequently, CONTRACTOR shall prepare a PCD that includes, without limitation, the following:

- (A) Designs the project's approach and training strategy for COUNTY staff, including trainers and Users, based on COUNTY's requirements and CONTRACTOR's project and training approach.
- (A) Discusses the expected roles and responsibilities of CONTRACTOR and COUNTY project organizations and develops a communication strategy for sharing the context and vision of the project to the project team members at large.
- (C) Confirms and documents project scope.
- (D) Reviews and confirms detailed project plan, including, without limitation, start and end dates for all Tasks and Subtasks, jointly with the COUNTY.
- (E) Defines project communication strategy jointly with the COUNTY.
- (F) Defines and documents the project organization, including, without limitation, defining the roles and responsibilities of the project team members.
- (G) Defines testing strategy for all levels of testing.
- (H) Identifies project team.

CONTRACTOR shall develop this PCD consistent with this Statement of Work. CONTRACTOR shall specifically address each Task and Subtask to be performed in the PCD. The order in which CONTRACTOR shall perform the Tasks and Subtasks and the order in which CONTRACTOR shall produce the Deliverables shall be apparent in the PCD. CONTRACTOR must formally present the PCD for prior written approval of Director, which may be granted or withheld in his sole discretion. Any subsequent significant modifications to the PCD shall require the prior written approval of Director, which may be granted or withheld in his sole discretion. Any subsequent modifications to the PCD, which are not significant, shall require the prior written approval of COUNTY's Project Director, which may be granted or withheld in his/her sole discretion. The determination of whether a subsequent modification is significant and requires the prior written approval of Director or is not significant and requires only the prior written approval of COUNTY's Project Director shall be made by COUNTY's Project Director in his/her sole judgment.

Deliverable 1.1 Project Control Document

The PCD shall include, without limitation, the following components:

- (A) Project approach and training strategy.
- (B) Project organization chart and role descriptions.
- (C) Project scope.
- (D) Detailed project plan.
- (E) Project communications strategy.
- (F) Project organization and roles and responsibilities of team members.
- (G) Testing strategy for all levels of testing.
- (H) Project team members.

The PCD shall be subject to written approval of Director, which may be granted or withheld in his sole discretion. Subsequent to approval, CONTRACTOR shall update the Detailed Project Plan and other applicable sections of the PCD weekly as part of the weekly Project Status Reports as set forth in Deliverable 2.1 (Project Status Report and Status Meetings).

TASK 2 PROJECT MANAGEMENT**Subtask 2.1 Prepare Weekly Status Reports and Conduct Weekly Status Meetings**

CONTRACTOR shall be required to manage project activities and resources, and to track project status. This Task shall include, without limitation, managing and tracking all issues. It shall also include, without limitation, the management of project and software change control processes. CONTRACTOR shall report project status on a regular basis. CONTRACTOR shall include, without limitation, updates to the detailed project plan and other sections of the PCD in the project status reporting. CONTRACTOR shall participate in regular weekly project status meetings.

As part of project management, CONTRACTOR shall ensure that COUNTY realizes the maximum benefit from the System provided by CONTRACTOR through a proactive and independent review of the project's progress and quality. The project status reports prepared by CONTRACTOR shall be used as the mechanism for CONTRACTOR to report any project risks or problems identified as part of the quality assurance process.

Deliverable 2.1 Project Status Reports and Status Meetings

CONTRACTOR shall prepare and present to COUNTY's Project Director weekly a Project Status Report ("PSR") to report project progress, plans, and outstanding issues and shall participate in regular weekly Project Status Meetings. The Project Status Report shall include, without limitation, the following:

- (A) Weekly Project Progress and Plans.
- (B) Issue Tracking and Change Control Process.
- (C) Project Schedule.
- (D) All Updates to the PCD.

TASK 3 BUSINESS PROCESS DESIGN**Subtask 3.1 Analyze Current Business Processes**

CONTRACTOR shall review and analyze the current business processes, correspondence management, correspondence tracking, and document imaging and retrieval procedures utilized by COUNTY. As part of this Subtask, CONTRACTOR shall identify business process improvement opportunities, identify all Baseline Application Software setup requirements needed to capture, process, produce the necessary reports, records and interfaces to the host files for correspondence management/tracking, document imaging of all document types, and identify all modifications of the Baseline Application Software that will be necessary to meet COUNTY's requirements for the screen scrape interface, including, without limitation, screen scraping indexes from Host System Applications for automated imaged document retrieval.

Subtask 3.2 Develop Design Document

CONTRACTOR shall design new business processes based upon the analysis completed in Subtask 3.1 (Analyze Current Business Processes). CONTRACTOR shall incorporate in the Design Document business process re-engineering changes that have been approved in writing by COUNTY's Project Director in his/her sole discretion. CONTRACTOR shall document data and functional requirements associated with the new business processes, including, without limitation, the setup of the Baseline Application Software and the Baseline Application Modifications as described in Attachment A.1 (Application Software Functional Requirements – Optima 3 IMS). The definition of business process details shall include, without limitation, a definition of (a) complete hardware needs, (b) environmental considerations, (c) human resource considerations, and (d) regulatory considerations. Without limiting any of CONTRACTOR's obligations as set forth in the Agreement, including, without limitation, in Paragraph 23 (Compliance with Applicable Law) of the body of the Agreement, COUNTY's Project Director and COUNTY's Project Manager, on the one hand, and CONTRACTOR's Project Director and CONTRACTOR's Project Manager, on the other hand, will use reasonable efforts to advise one another of the California Revenue and Taxation Code requirements, California Government Code requirements, Federal Reserve regulatory requirements, and any other requirements of which such individuals are aware that apply in the remittance processing and banking environment as such statutory and or regulatory requirements may impact business process details.

Subtask 3.3 Develop Final Design Document

CONTRACTOR shall review with COUNTY's Project Director the Design Document and the new business processes, and evaluate their feasibility. Based upon the review process, CONTRACTOR shall prepare a Final Design Document and submit it for written approval of COUNTY's Project Director, which may be granted or withheld in his/her sole discretion. Any subsequent significant modifications to the Final Design Document shall require the prior written approval of Director, which may be granted or withheld in his/her sole discretion. Any subsequent modifications to the Final Design Document, which are not significant, shall require the prior written approval of COUNTY's Project Director, which may be granted or withheld in his/her sole discretion. The determination of whether a subsequent modification is significant and requires the prior written approval of Director or is not significant and requires only the prior written approval of COUNTY's Project Director shall be made by COUNTY's Project Director in his/her sole judgement. This document shall provide the basis for implementation of new business processes and the setup of the Baseline Application Software and Baseline Application Modifications to meet the requirements of COUNTY.

Deliverable 3.1 Analyze Current Business Processes

Upon completion of the business analysis, CONTRACTOR shall submit a Business Requirements Document, approved by the COUNTY that contains the CONTRACTOR's detailed description of the Document Imaging System business needs and functional processes of the COUNTY's document imaging processes. It must include, without limitation, the following:

- (A) Narrative descriptions and process flow charts sufficient in depth to understand the documented processes.
- (B) Projected volumes of stored images.
- (C) Specifications for the software and the hardware required to support the recommended solutions will be detailed in the document.

Deliverable 3.2 Develop Design Document

A design document shall be submitted that contains the high-level design of the system based upon the approved Business Requirements Document. The document shall include, without limitation, the following in formats acceptable to the COUNTY, that will demonstrate the CONTRACTOR's approach to the design of the system.

- (A) Definition of the automated functionality supporting each of the requirements identified in the Business Requirements Document deliverable.
- (B) Overall system design
- (C) Data flow diagrams – (WFS Site Diagram)
- (D) Process flow diagrams – (WFS Site Diagram)
- (E) Prototype screens
- (F) Menus
- (G) High-level design of reports
- (H) Network and Host Application interface and integration

Deliverable 3.3 Final Design Document

Based upon the design review process, CONTRACTOR shall modify and finalize the Design Document. The Final Design Document shall provide the basis for implementation of new business processes and the Application Software. Subsequent to the COUNTY's Project Director's approval, the Final Design Document may be modified only if such modification has been approved, in advance in writing by Director or COUNTY's Project Director, as applicable. The Final Design Document shall include, without limitation, detailed information such as the following:

- (A) Data Structure
- (B) Data Dictionary
- (C) Menu structure and navigation
- (D) Screen design and navigation

- (E) Automated processing routines to be employed
- (F) On-line help functions
- (G) Definition of all input capabilities
- (H) Definition of all system outputs, including data elements and formats
- (I) Network and Host Application integration and interface specifications

TASK 4 OPERATING SOFTWARE AND BASELINE APPLICATION SOFTWARE SETUP

CONTRACTOR shall configure, set up and document the Operating Software and the Baseline Application Software in this Task 4. Baseline Application Software shall include, without limitation, the setup of Property Tax Correspondence Workflow, Imaged Document Types Correspondence, (Deposit Reports, Parties of Interest Report, and Certificates of Participation), setup of conduits for “Cold” Reports for import for Secured Payment Exception, Tax Defaulted Payment Exception, Unsecured Payment Exception and Unsecured Prior Exception reports, set up of Windows Function for host emulation screen scrape for Substitute Bill Inquiry/Print, Secured Payment History, Tax Database Inquiry-Taxes, Costs, Penalties, Estimate of Delinquent Taxes, Redemption Payment History, Unsecured Tax Bill History, Unsecured Payment History, Unsecured Prior – Vol/Bill Inquiry – Latest Bill, and Unsecured Prior - Vol/Bill Inquiry – Payment History screens and setup of “Auto Index” for imported images of checks and stubs captured in Image RPS as specified in the Final Design Document. CONTRACTOR shall provide Baseline Application Software consistent with the design specifications set forth in the Final Design Document. CONTRACTOR shall test the Baseline Application Software consistent with Paragraph 9 (Acceptance of System by COUNTY) of the body of the Agreement and this Exhibit A.1.

Subtask 4.1 Set up and Document the Operating Software and the Baseline Application Software

CONTRACTOR shall configure, set up and document the Operating Software and the Baseline Application Software based upon the setup specifications set forth in the Final Design Document. CONTRACTOR shall incorporate in the set up of the Application Software required Interfaces as defined in Task 6 (Interfaces) and consistent with the Final Design Document. CONTRACTOR shall document the setup of Baseline Application Software and present to COUNTY the business rules, screens, and reports of such software, and shall incorporate COUNTY feedback. CONTRACTOR shall identify and document the impact of the design on COUNTY’s current business processes.

Subtask 4.2 Unit Tested Setup of the Operating Software and the Baseline Application Software

CONTRACTOR shall validate to COUNTY that the setup of the Baseline Application Software is in accordance with the Final Design Document. CONTRACTOR shall incorporate in the setup of the Baseline Application Software all Interfaces as defined in Task 6 (Interfaces). CONTRACTOR shall develop and execute Unit Test plans and scenarios. CONTRACTOR shall thoroughly Unit Test the Operating Software and the Baseline Application Software as part of this setup process.

Subtask 4.3 System Test the Operating Software and the Baseline Application Software

CONTRACTOR shall thoroughly System Test the Operating Software and the Baseline Application Software to ensure that all components function as designed. The System Test shall ensure that all System Software code, including, without limitation, setup related to the Property Tax Correspondence, Workflow, Imaged Document Types Correspondence, Deposit Reports, Parties of Interest Report and Certificates of Participation, "Cold Reports" Secured Payment Exception, Tax Defaulted Payment Exception, and Unsecured Payment Exception reports, Screen Scrape functionality for the Substitute Bill Inquiry/Print screen, Secured Payment History screen, Tax Database Inquiry-Taxes, Costs screen, Penalties, Estimate of Delinquent Taxes screen, Redemption Payment History screen, Unsecured Tax Bill History screen, Unsecured Payment History screen, Unsecured Prior – Vol/Bill Inquiry – Latest Bill screen, and Unsecured Prior – Vol/ Bill Inquiry – Payment History screen , and "Auto Index" specific to the Baseline Application Software operates in a manner consistent with the Final Design Document. CONTRACTOR shall develop and execute System Test plans and scenarios consistent with Paragraph 9 (Acceptance of System by COUNTY) of the body of the Agreement and this Exhibit A.1. CONTRACTOR shall document the results of the System Test and certify, in writing, that CONTRACTOR has successfully System Tested the Operating Software and the Baseline Application Software and that it functions as specified in the Final Design Document.

Deliverable 4.1 Set up and Document the Operating Software and the Baseline Application Software

CONTRACTOR shall provide to COUNTY and update as required throughout the term of this Agreement all documentation including, without limitation, a comprehensive reference source of system functionality, data definitions, setup narratives, schematics, flow charts, completed setup screens, and tables.

Deliverable 4.2 Unit Tested Setup of the Operating Software and the Baseline Application Software

CONTRACTOR shall certify in writing that CONTRACTOR has successfully performed all unit testing of the setup of all Operating Software and Baseline Software and has successfully corrected all identified deficiencies.

Deliverable 4.3 System Tested Operating Software and Baseline Application Software

CONTRACTOR shall certify, in writing, that CONTRACTOR has successfully System Tested the Operating Software and the Baseline Application Software and has successfully corrected all identified Deficiencies and that the Operating Software and the Baseline Application Software functions as specified in the Final Design Document.

TASK 5 DATA CONVERSION AND MIGRATION**Subtask 5.1 Perform Conversion and Migration**

CONTRACTOR shall develop a conversion plan to reflect the detailed tasks necessary for the conversion of all existing images and indexes stored in the Image Archive System and the Alchemy Document Image system. Samples of records to be converted will be provided by COUNTY. The plan must include without limitation, the following:

- (A) Schedule(s) for conversion of existing images and indexes
- (B) Scanning of Image Archive and Alchemy databases to identify any validation issues that should be resolved prior to the conversion effort
- (C) Specified sample records to be monitored to ensure that data is converted as intended
- (D) Definition of controls that will ensure that all records were either successfully converted or identified for exception processing
- (E) Creation of disaster recovery documentation..
- (F) Definition of methods to be employed to add records to the database if they did not convert successfully

Subtask 5.2 Develop Conversion Programming

CONTRACTOR shall complete the coding of all functions specified in the Final Design Document for the Conversion and Migration of existing Image Archive and Alchemy images and indexes. Programming must follow proper coding standards with sufficient comments. The conversion process shall be done to the specifications of the IMS application.

Deliverable 5.1 Data Conversion and Migration Plan

CONTRACTOR shall deliver to COUNTY a detailed written Data Conversion and Migration Plan that shall include without limitation the following:

- (A) Conversion of existing Image Archive and Alchemy images and indexes to the new systems formats;
- (B) If applicable, plan for inputting additional data necessary into the new system;
- (C) Creation of disaster recovery plan.

Deliverable 5.2 Completed Conversion Code

CONTRACTOR shall deliver and run the completed and commented code for conversion functions specified in the Final Design Document.

TASK 6 INTERFACES

CONTRACTOR shall review, document and test the Interface requirements for Interfaces required in the operation of the Application Software provided by CONTRACTOR. Reference sample documents set forth in Exhibit 4 to Attachment A.1 (Application Software Functional Requirements – Optima 3 IMS) to Exhibit A.1 (Statement of Work), attached hereto.

Subtask 6.1 Review and Document Interfaces

CONTRACTOR shall review and document in the Final Design Document the design of the Interfaces between the Application Software, and external systems. Specific activities include, without limitation, the following:

- (A) Confirm that the Interface requirements identified in the Final Design Document still meet COUNTY's needs.
- (B) Confirm required communications hardware and software.

Subtask 6.2 Construct Interfaces

CONTRACTOR shall construct and validate the Interface based upon the Final Design Document. CONTRACTOR shall construct and validate Interfaces using System Software and external systems.

Subtask 6.3 Install and System Test Interfaces

CONTRACTOR shall install, configure, and System Test the System Software, system reference tables, and physical adapters for all Interfaces. As part of this Subtask, CONTRACTOR shall test the Interfaces. CONTRACTOR shall certify, in writing, that CONTRACTOR has fully installed and successfully tested all Interfaces and that all Interfaces function in a manner consistent with the Final Design Document.

Deliverable 6.1 External Interface Procedures

CONTRACTOR shall identify and document the procedures to be utilized in the event of a prolonged telecommunications failure.

Deliverable 6.2 [Intentionally Omitted]

Deliverable 6.3 Installed and System Tested Interfaces

CONTRACTOR shall fully System Test and install all Interfaces as part of the System Software. CONTRACTOR shall certify, in writing, that CONTRACTOR has fully installed and successfully tested all Interfaces and that all Interfaces function in a manner consistent with the Final Design Document.

TASK 7 TRAINING**Subtask 7.1 Train County Staff - End Users**

CONTRACTOR shall prepare and implement a comprehensive training program for end users including, any and all training materials.

CONTRACTOR shall provide designated end users with extensive working knowledge of the Application Software capability, as well as training in the utilization of Work Flow functionality.

Subtask 7.2 Train County Staff – Technical Staff

CONTRACTOR shall prepare and implement a comprehensive training program for COUNTY's Technical Staff, including, instructor led training sessions and any and all necessary training materials.

CONTRACTOR shall provide customized training to designated COUNTY's Technical Staff with extensive knowledge of the Application Software capabilities sufficient in detail and scope to enable COUNTY's Technical Staff to conduct:

- Disk Group Configuration
- Keyword Configuration
- Document Configuration
- Custom Queries Configuration
- Import Configuration
 - Cold
- Host Application Enabler
- Document Image
- Check Image
- Print Configuration
- User Configuration
- Report Configuration
- Scan Queue Configuration
- Work Flow Configuration
 - Life Cycle Configuration
- Actions and Rules Configuration
- Backup and Recovery

Subtask 7.3 Prepare User and Technical Documentation and System Hardware Manuals

CONTRACTOR shall prepare User and Technical reference Documentation for all Baseline Application Software. This Documentation shall include, without limitation, manuals that

shall provide the COUNTY with a comprehensive reference source of System functionality and definitions. CONTRACTOR shall make User and Technical Documentation available in both hard copy and electronic formats, if available. CONTRACTOR shall provide Hardware manuals for all System Hardware.

Deliverable 7.1 Trained County Staff – End Users

CONTRACTOR shall plan and create a training environment at the COUNTY site separate and distinct from the testing environment. CONTRACTOR shall develop a detailed plan to provide training to End User staff on the use of the Application Software. CONTRACTOR shall deliver training classes and training materials consistent with the classes described in the County approved training plan and certify in writing that all training described in Subtask 7.1 (Train County Staff - End Users) has been successfully completed.

Deliverable 7.2 Trained County Staff – Technical Staff

CONTRACTOR shall develop a plan to provide training to COUNTY's Technical Staff for use of the Application Software. CONTRACTOR shall deliver training classes and training materials consistent with the classes described in the COUNTY approved Training Plan and certify in writing that all training described in Subtask 7.2 (Train COUNTY Staff – Technical Staff) has been successfully completed and that the trained COUNTY's Technical Staff are self reliant and capable of developing Disk Group Configurations, Keyword Configurations, Document Configurations, Custom Queries Configurations, Import Configurations (for COLD, Host Application Enabler, Document Image, and Check Image), Print Configurations, User Configurations, Report Configurations, Scan Queue Configurations, Work Flow Configurations (for Life Cycle and Actions and Rules), and Backup and Recovery Processes. Contractor shall certify in writing that all training as described in Subtask 7.2 (Train County Staff – Technical Staff) has been completed. Subtask 7.2 (Train County Staff – Technical Staff) shall deem to be successfully completed upon written confirmation (which shall not be unreasonably withheld) by the COUNTY's Project Director.

Deliverable 7.3 System Documentation

CONTRACTOR shall provide to COUNTY comprehensive User and Technical Reference Documentation of Baseline Application Software functionality and data definitions and all hardware manuals for System Hardware. CONTRACTOR shall deliver this Documentation to COUNTY in both hard copy and electronic format, if available. CONTRACTOR shall deliver to COUNTY electronic links to any online help and Documentation for the Baseline Application Software and the System Hardware, if online Documentation is provided.

TASK 8 SYSTEM SETUP AND CONFIGURATION AT PERMANENT SITE AT COUNTY FACILITY**Subtask 8.1 Prepare Technical Configuration and System Installation Plan for the Permanent Site**

CONTRACTOR shall prepare a System Cutover and Permanent Site Installation Plan that identifies, without limitation, the technical configuration required for the System to be installed for Production Use at permanent site at COUNTY Facility. This Subtask includes, without limitation, the following activities:

- (A) Develop environmental modification plan.
- (B) Develop network connectivity requirements for integration into County's network and TTC's local area network.
- (C) Arrange for the System Hardware and System Software to be delivered and or moved to the permanent site.
- (D) Complete pre-installation planning for permanent site, including, without limitation, the logistics, timing, and technical configuration.
- (E) Conduct a technical walk-through of COUNTY permanent site and provide COUNTY written certification that all site preparation has been properly completed by COUNTY.

Subtask 8.2 Move, Install, and Test System Hardware at the Permanent Site

CONTRACTOR shall move, unpack, install, power-up, configure, connect and test, all System Hardware at the permanent site as described in the System Cutover and Permanent Site Installation Plan. CONTRACTOR shall demonstrate to COUNTY, using the manufacturer's then current version of diagnostic tests and/or software utilities, that the System Hardware is installed and operating in accordance with the manufacturer's product specifications.

CONTRACTOR shall integrate the System Hardware with all of the following: (1) the then existing COUNTY network software and hardware, including, but not limited to, the TTC's local area network, and (2) all of the System Software and any COUNTY-provided software to be installed on the System Hardware. CONTRACTOR shall prepare and deliver to COUNTY's Project Director at least thirty (30) days prior to the scheduled date of installation an installation checklist to ensure that the TTC's technical environment is fully prepared for System Hardware and System Software installation. CONTRACTOR shall conduct a technical walk-through of the permanent site and provide COUNTY written certification that all site preparation has been properly completed by COUNTY.

At completion of the Subtask, CONTRACTOR shall submit a System network schematic of all System Hardware installed. CONTRACTOR shall prepare a System Hardware Installation Report and Certification that CONTRACTOR has successfully installed, configured and tested the System Hardware. This Report shall include, without limitation, the following:

- (A) The System network schematic and a listing of the System Hardware that CONTRACTOR installed, including, without limitation, equipment type, model number, serial number, name, version number, and license number.
- (B) The manufacturer's warranties for the System Hardware.
- (C) Certification that COUNTY site preparation has been properly completed by COUNTY.
- (D) Certification that CONTRACTOR has successfully installed all System Hardware and that all System Hardware is operating properly.
- (E) System Hardware reference and operating manuals and all other Documentation pertaining to the System Hardware as attachments to the report.
- (F) Any and all manufacturer maintenance and technical support availability and telephone number information not shown on Exhibit D.1 (Schedule of Maintenance – Optima 3 IMS).
- (G) Problem reporting and escalation procedures.

Subtask 8.3 Install and System Test System Software at the Permanent Site

CONTRACTOR shall install, configure and System Test the System Software, consistent with the PCD, at the permanent site. CONTRACTOR shall perform the following activities, without limitation, as part of this Subtask:

- (A) Install and configure all System Software.
- (B) Install any software provided by COUNTY as determined by COUNTY's Project Director.
- (C) System Test all software described above and implement initial operating procedures for such software.

CONTRACTOR shall, at this time, deliver and transfer any and all licenses for System Software. CONTRACTOR shall demonstrate to COUNTY that the System Software is installed and operating in accordance with the manufacturer's product specifications.

Upon completion of the System Software installation and testing, CONTRACTOR shall deliver a written Software Installation Report and Certification to COUNTY containing, without limitation the following:

- (A) A listing of all of the System Software and any COUNTY-provided software that CONTRACTOR installed, including without limitation, description, number installed, version number, and license number(s).

- (B) The manufacturer's warranties and licenses for all of the System Software.
- (C) Certification that CONTRACTOR has successfully installed all System Software and any COUNTY-provided software and that all such software is operating properly.
- (D) System Software reference and operating manuals and all other Documentation pertaining to the System Software as attachments to the report.
- (E) Any and all manufacturer maintenance and technical support availability and telephone number information not shown on Exhibit D.1 (Schedule of Maintenance – Optima 3 IMS).
- (F) Problem reporting and escalation procedures.

Subtask 8.4 Conduct User Testing of the System at the Permanent Site

Following successful completion of all CONTRACTOR System Testing for the System as described in Subparagraph 9.2 (CONTRACTOR Tests) of the body of the Agreement, CONTRACTOR shall actively support COUNTY in the conduct of User Testing of the System as described in Subparagraph 9.3 (User Tests) of the body of the Agreement, including, without limitation, providing consultation and assistance requested by COUNTY. COUNTY will perform User Testing of the System as described in Subparagraph 9.3 (User Tests) of the body of the Agreement based upon test scenarios prepared by COUNTY. User Testing will be conducted by COUNTY on the System Hardware at permanent site. Scenarios shall generally include, without limitation, defined input and expected output results for each function based on the Final Design Document. COUNTY will document test results, including, but not limited to, Deficiencies discovered during testing. COUNTY will identify, track, and report Deficiencies detected during User Testing in Discrepancy Reports.

CONTRACTOR shall correct all Deficiencies in the System identified by COUNTY and as otherwise set forth in Subparagraph 9.5 (Failed Testing) of the body of the Agreement. In addition to taking all required corrective action, CONTRACTOR shall provide required support to COUNTY in the operation of the System. Following corrective action by CONTRACTOR, COUNTY will conduct regression testing until the System has been successfully User Tested and is ready for cutover to Production Use as determined by COUNTY's Project Director in his/her sole judgment.

Subtask 8.5 System Cutover to Production Use

CONTRACTOR shall implement the System for Production Use as documented in the System Cutover and Permanent Site Plan developed in Subtask 8.1 (Prepare Technical Configuration and System Installation Plan for the Permanent Site). CONTRACTOR shall perform the following activities, without limitation, as part of System Cutover to Production Use:

- (A) CONTRACTOR shall confirm that COUNTY has successfully completed User Testing.

- (B) CONTRACTOR shall transfer to production environment successfully tested System Software.
- (C) CONTRACTOR shall for a five (5) working day period after Production Use maintain technical staff at COUNTY Facility for problem resolution and production assistance.
- (D) CONTRACTOR shall take all steps to provide for the transition to CONTRACTOR's Help Desk which shall provide COUNTY with required support.

At the completion of this Subtask, the System shall be in Production Use at the permanent site.

**Subtask 8.6 Maintain Production Use of System for Thirty (30)
Consecutive Days with No Deficiencies**

The System shall be maintained in Production Use at the permanent site at COUNTY Facility with no material Deficiencies, as determined in the sole judgment of COUNTY's Project Director as set forth in Subparagraph 9.1 (General) of the body of the Agreement, for thirty (30) consecutive days subsequent to COUNTY's written approval of Deliverable 8.5 (System Cutover to Production Use).

Subtask 8.7 Conduct Post-Implementation Review

Following implementation of Production Use of the System at COUNTY Facility, CONTRACTOR shall collect and evaluate results of operation to assess the success and shortcomings of the System implementation efforts. CONTRACTOR shall prepare and submit to COUNTY a Post-Implementation Review Report. This report shall evaluate the System cutover and implementation process and shall include, without limitation, the following:

- (A) Comparisons/analyses of actual versus planned completion of project subtasks.
- (B) Anticipated versus actual resources required.
- (C) Business and systems lessons learned.
- (D) Suggested guidelines for installations of future phases and enhancements.
- (E) Pitfalls to avoid in the future.
- (F) Suggested systems development methodologies for future enhancements.
- (G) Suggested estimating guidelines or tools to use in future enhancements.

CONTRACTOR shall submit the report to the COUNTY's Project Director to give COUNTY feedback on the implementation process of the System.

Deliverable 8.1 System Cutover and Permanent Site Setup

CONTRACTOR shall prepare and deliver to COUNTY the System Cutover and Permanent Site Installation Plan that without limitation, identifies the logistics, timing and technical configuration required for the installation and cutover of the System to Production Use.

Deliverable 8.2 Installed, Operable and Tested System Hardware at Permanent Site

CONTRACTOR shall move, install, test and make operable the System Hardware at the permanent site. This includes, without limitation, completion of the steps included in the System Cutover and Permanent Site Installation Plan and verification that all components are operating properly, including, without limitation, network connectivity. CONTRACTOR shall certify in writing that the System Hardware is operating properly. CONTRACTOR shall prepare and deliver to COUNTY the System Hardware Installation Report and Certification.

Deliverable 8.3 Installed, Operable, and System Tested Software for the System Hardware at Permanent Site

CONTRACTOR shall complete, System Test and certify the System Software installation and any COUNTY-provided software installation for the System Hardware. In addition to a certification and demonstration that all System Software and any COUNTY-provided software is operating properly, CONTRACTOR shall prepare and deliver a written Software Installation Report and Certification.

Deliverable 8.4 Successful User Testing

COUNTY will conduct, with active support from CONTRACTOR, User Tests. CONTRACTOR's support to COUNTY shall include, without limitation, successfully completing all required corrective action to correct all Deficiencies identified by COUNTY in Discrepancy Reports prepared during testing, and assisting COUNTY in the operation of the System. Upon successful completion of the User Tests COUNTY's Project Director in his/her sole discretion shall deliver to CONTRACTOR written approval to commence System cutover to Production Use.

Deliverable 8.5 System Cutover to Production Use

CONTRACTOR shall implement the System Cutover to Production Use as documented in the System Cutover and Permanent Site Installation Plan prepared in Subtask 8.1 (Prepare Technical Configuration and System Installation Plan for the Permanent Site). At the completion of this Deliverable 8.5, the System Hardware shall be located in the permanent site at COUNTY Facility and the System shall be in Production Use. CONTRACTOR shall maintain on site at COUNTY Facility technical support for five (5) working days for problem resolution and production assistance following System Cutover to Production Use.

Deliverable 8.6 Production Use of System for Thirty (30) Consecutive Days with No Deficiencies

The System shall be in Production Use at the permanent site at COUNTY Facility with no material Deficiencies, as determined in the sole judgment of COUNTY's Project Director as set forth in Subparagraph 9.1 (General) of the body of the Agreement, for thirty (30) consecutive days subsequent to COUNTY's written approval of Deliverable 8.5 (Cutover to Production Use).

Deliverable 8.7 Post-Implementation Review Document

CONTRACTOR shall deliver to COUNTY and present a Post-Implementation Review Report to COUNTY's Project Director.

TASK 9 PERFORMANCE BENCHMARK VERIFICATION**Subtask 9.1 Develop Performance Benchmark Verification Plan**

The Performance Benchmark Verification shall provide stress and reliability testing of the System. COUNTY shall develop a Performance Benchmark Verification Plan that documents objectives, scenarios, and schedule for the Performance Benchmark Verification. COUNTY and CONTRACTOR shall conduct the Performance Benchmark Verification on the System.

Stress and reliability verifications are key components of the Performance Benchmark Verification. COUNTY requires that CONTRACTOR demonstrate that the System can meet all requirements stated in the Specifications and other requirements of the Agreement, including, without limitation the Response Times set forth in Subparagraph 10.11 (Response Time Warranty) of the body of the Agreement.

The objective of the Performance Benchmark Verification is to exercise the System at its peak operating capacity and measure any degradation in System performance and Response Time. The Performance Benchmark Verification will not be considered complete until CONTRACTOR has successfully demonstrated System performance, as determined in the sole judgment of COUNTY's Project Director.

Subtask 9.2 Conduct Performance Benchmark Verification

Prior to Final Acceptance, COUNTY and CONTRACTOR shall perform the Performance Benchmark Verification and monitor System performance. COUNTY and CONTRACTOR shall analyze and document benchmark results. CONTRACTOR shall correct all Deficiencies as identified by COUNTY and as otherwise set forth in Subparagraph 9.5 (Failed Testing) of the body of the Agreement and COUNTY and CONTRACTOR shall conduct re-verification. COUNTY and CONTRACTOR shall review and analyze re-verification results. In addition to any other Deficiencies, any result not meeting or exceeding Response Time requirements as described in Subparagraph 10.11 (Response Time Warranty) of the body of the Agreement shall be considered a Deficiency and COUNTY and CONTRACTOR shall test such Deficiency to a greater extent to obtain data on the performance of the System. CONTRACTOR shall determine and document in a written report the cause of each Deficiency, the method for resolution, the required corrective action(s) and the completion dates for correction action(s). COUNTY and

CONTRACTOR shall conduct re-verification to confirm that CONTRACTOR has successfully corrected the System as related to all Deficiencies.

CONTRACTOR shall prepare a Final Report of the Performance Benchmark Verification results, including, without limitation, the following:

- (A) A record of all Deficiencies identified.
- (B) A detailed record of all corrective actions taken.
- (C) A certification of CONTRACTOR's successful completion of all corrective actions.

Such report must be completed and approved in writing by COUNTY's Project Director and COUNTY's Project Manager. Upon successful completion of the Performance Benchmark Verification, CONTRACTOR shall certify in writing that the Performance Benchmark Verification has been successfully completed and that CONTRACTOR has successfully completed all corrective actions.

Deliverable 9.1 Performance Benchmark Verification Plan

CONTRACTOR shall provide detailed test plans and scenarios for the Performance Benchmark Verification phase of the project, which must be completed prior to Final Acceptance by COUNTY. The completed test plan shall include, without limitation, the tasks and planned dates for completing the Performance Benchmark Verification phase, the test scenarios showing each of the tests to be performed, the expected results and documentation of the test results.

Deliverable 9.2 Completion and Documentation of Performance Benchmark Verification

COUNTY and CONTRACTOR shall conduct the Performance Benchmark Verification of the System, and analyze and document results. CONTRACTOR shall identify and incorporate performance improvements, based upon these results and complete all corrective actions to correct and/or optimize the System. COUNTY AND CONTRACTOR shall document the Performance Benchmark Verification results and all corrective actions taken by CONTRACTOR. CONTRACTOR shall certify, in writing, that Performance Benchmark Verification for the System has been successfully completed and that CONTRACTOR has successfully completed all corrective actions.

TASK 10 POST IMPLEMENTATION DEVELOPMENT – AT NO COST

CONTRACTOR shall, upon COUNTY's written request, provide Post Implementation Development ("PID") at no cost for ten additional queues for the implemented workflow solution, two (2) additional screen scrape setups, five (5) additional "COLD" Reports, setups, and five (5) additional Imaged Document Type set ups relating to requirements not reflected in the Final Design Document as determined in the sole judgment of COUNTY's Project Director.

Subtask 10.1 Prepare System Design Reports for Post Implementation Development

Each PID shall be provided in accordance with the following procedure:

- (1) For each Post Implementation Development Project, COUNTY will submit a Post Implementation Development Request ("PIDR") to CONTRACTOR on a form approved in writing by COUNTY's Project Director. Each PIDR must be approved in writing by COUNTY's Project Director, which approval may be granted or withheld in his/her sole discretion.
- (2) Within ten (10) working days of CONTRACTOR's receipt of COUNTY's PIDR, CONTRACTOR shall develop a Functional Description for the Post Implementation Development Project. CONTRACTOR shall send the Functional Description to COUNTY's Project Director, which shall include, without limitation: (a) a description of the requested PID and (b) the expected duration of the PID implementation.
- (3) Within thirty (30) days of receipt of the Functional Description, COUNTY's Project Director will return the approved or disapproved Functional Description to CONTRACTOR, which approval or disapproval may be granted or withheld by COUNTY's Project Director in his/her sole discretion.
- (4) If COUNTY does not return the approved or disapproved Functional Description to CONTRACTOR within thirty (30) days, the Functional Description will be deemed to have been cancelled effective at the expiration of such thirty (30) day period. COUNTY may request an extension within such thirty (30) day period.
- (5) When CONTRACTOR receives written approval by COUNTY's Project Director, in his sole discretion, of CONTRACTOR's Functional Description, CONTRACTOR shall analyze COUNTY requirements in detail and shall prepare for each PID a System Design Report (hereafter sometimes "SDR").
- (6) Within ten (10) working days of receipt of the approved Functional Description from COUNTY, CONTRACTOR shall provide a delivery date for the SDR. Such delivery date shall occur no later than thirty (30) days following CONTRACTOR's receipt of COUNTY's approved Functional Description, unless otherwise agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director.
- (7) The SDR shall take into account all then existing System Software and previously approved SDRs. Each SDR shall include, without limitation, the following and any other items mutually agreed upon by COUNTY's Project Director and CONTRACTOR's Project Director:
 - a. Design specifications, which must address and be consistent with COUNTY approved requirements for the PID.

- b. User interface impact.
 - c. Report impact.
 - d. Documentation impact.
 - e. Training impact.
 - f. Network impact.
 - g. Special considerations, such as impact on current and future processing performance.
 - h. Estimated time for completion (subject to change depending on COUNTY's response date and CONTRACTOR's workload).
 - i. Acceptance criteria.
 - j. Estimated time to complete any interfaces.
 - k. Estimated time for any automated conversion programs to process to completion.
- (8) Within fifteen (15) working days of COUNTY's Project Director's receipt of the SDR, COUNTY's Project Director shall, in his sole discretion and in writing, fully approve, fully reject, or conditionally disapprove the SDR. CONTRACTOR shall, with COUNTY's Project Director's consultation and consent, revise and resubmit any conditionally disapproved SDR.
- (9) Within ten (10) working days of COUNTY's written approval of the SDR, COUNTY's Project Director shall notify CONTRACTOR whether to begin development and implementation of the Custom Programming Modification, unless such period is extended as agreed in writing by CONTRACTOR's Project Director and COUNTY's Project Director.
- (10) Any changes or revisions to COUNTY-approved SDR shall be mutually agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director. The approved SDR, including any agreed changes and revisions, shall be the basis for CONTRACTOR's development of the Post Implementation Development Project.

Subtask 10.2 Construct and Test Post Implementation Development

CONTRACTOR shall construct and test each PIDR in accordance with the applicable COUNTY approved System Design Report. Testing shall include, without limitation, Unit Testing, System Testing, and User Testing in a manner comparable to the test procedures for the System Software. CONTRACTOR shall certify in writing that CONTRACTOR has successfully constructed each PIDR completely and accurately based upon the SDR

approved by COUNTY in writing pursuant to Subtask 10.1 (Prepare System Design Reports for Post Implementation Development), has successfully Unit Tested and System Tested the PID, has successfully corrected all identified Deficiencies and that the PIDR functions as designed, and that the PID is ready for User Testing. COUNTY, in its sole discretion, may conduct User Testing for each PID prior to Production Use.

Subtask 10.3 Install and Document Post Implementation Development

CONTRACTOR shall install each PID for Production Use. CONTRACTOR shall provide updates to the Documentation applicable to each PID and shall also provide written instructions and demonstration on the use of each PID. For each PIDR that CONTRACTOR determines and COUNTY agrees impacts training, CONTRACTOR shall provide a Training Plan for written approval by COUNTY's Project Director, in his/her sole discretion, updated inserts for the System training materials, and hands-on training classes for designated COUNTY staff.

Deliverable 10.1 System Design Reports for Post Implementation Development

CONTRACTOR shall document the System design for each PID in a System Design Report for each PID requested by COUNTY.

Deliverable 10.2 Constructed and Tested Post Implementation Development

CONTRACTOR shall certify in writing that CONTRACTOR has successfully constructed each PID based upon the SDR approved by COUNTY in writing pursuant to Deliverable 10.1 (System Design Reports for Post Implementation Development), has successfully Unit Tested and System Tested such PID, has successfully corrected all identified Deficiencies, that the PID functions as designed, and that such PID is ready for User Testing. COUNTY, in its sole discretion, may conduct User Testing for each PID prior to Production Use.

Deliverable 10.3 Production Use of Post Implementation Development

CONTRACTOR shall install each PID for Production Use. CONTRACTOR shall deliver: (1) all object code and related documentation for the PID and any other impacted Application Software, (2) all documentation and procedures necessary to train Users and maintain the System, including, but not limited to, all Interfaces to any interfacing systems, and (3) all data files and their record layouts for all Interfaces to any interfacing systems.

TASK 11 CUSTOM PROGRAMMING MODIFICATIONS

CONTRACTOR shall, upon COUNTY's written request, provide Custom Programming Modifications for any enhancements relating to requirements not reflected in the Final Design Document as determined in the sole judgment of COUNTY's Project Director, including, but not limited to, addition, deletion, or modification of Application Software functions, changes to current System outputs, new reports, modified reports and new screens.

Subtask 11.1 Prepare System Design Reports for Custom Programming Modifications

Each Custom Programming Modification shall be provided in accordance with the following procedure:

- (1) For each Custom Programming Modification, COUNTY will submit a Custom Programming Modification Request (hereafter sometimes "CPMR") to CONTRACTOR on a form approved in writing by COUNTY's Project Director. Each CPMR must be approved in writing by COUNTY's Project Director, which approval may be granted or withheld in his/her sole discretion.
- (2) Within ten (10) working days of CONTRACTOR's receipt of COUNTY's CPMR, CONTRACTOR shall develop a Functional Description for the Custom Programming Modification. CONTRACTOR shall send the Functional Description to COUNTY's Project Director, which shall include, without limitation: (a) a description of the requested Custom Programming Modification, (b) a not-to-exceed estimate of the Maximum Total Price of the requested Custom Programming Modification and (c) the expected duration of the Custom Programming Modification implementation.
- (3) Within thirty (30) days of receipt of the Functional Description, COUNTY's Project Director will return the approved or disapproved Functional Description to CONTRACTOR, which approval or disapproval may be granted or withheld by COUNTY's Project Director in his/her sole discretion.
- (4) The estimated Maximum Total Fixed Price for the Custom Programming Modification as included in the Functional Description shall be computed at the Fixed Hourly Rate set forth in Subparagraph 7.5 (Other Professional Services) of the body of the Agreement multiplied by the applicable estimated number of hours to implement the Custom Programming Modification (develop, test, document, certify, install and train).
- (5) If COUNTY does not return the approved or disapproved Functional Description to CONTRACTOR within thirty (30) days, the Functional Description will be deemed to have been cancelled effective at the expiration of such thirty (30) day period. COUNTY may request an extension within such thirty (30) day period.
- (6) When CONTRACTOR receives written approval by COUNTY's Project Director, in his sole discretion, of CONTRACTOR's Functional Description, CONTRACTOR shall analyze COUNTY requirements in detail and shall prepare for each CPMR a System Design Report (hereafter sometimes "SDR").
- (7) Within ten (10) working days of receipt of the approved Functional Description from COUNTY, CONTRACTOR shall provide a delivery date for the SDR. Such delivery date shall occur no later than thirty (30) days following CONTRACTOR's receipt of COUNTY's approved Functional Description,

unless otherwise agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director.

- (8) The SDR shall take into account all then existing System Software and previously approved SDRs. Each SDR shall include, without limitation, the following and any other items mutually agreed upon by COUNTY's Project Director and CONTRACTOR's Project Director:
- a. Design specifications, which must address and be consistent with COUNTY approved requirements for the Custom Programming Modification.
 - b. User interface impact.
 - c. Report impact.
 - d. Documentation impact.
 - e. Training impact.
 - f. Network impact.
 - g. Special considerations, such as impact on current and future processing performance.
 - h. Quotation of a Maximum Total Fixed Price, which shall be developed by (1) multiplying the Fixed Hourly Rate set forth in Subparagraph 7.5 (Other Professional Services) of the body of the Agreement by CONTRACTOR's total number of hours for all work related to the Custom Programming Modification (including, but not limited to, all work described in Subtask 10.2 (Construct and Test Custom Programming Modifications) and Subtask 10.3 (Install and Document Custom Programming Modifications) and (2) including estimated out-of-pocket Expenses, if applicable. The Maximum Total Fixed Price is subject to change only if Custom Programming Modification specifications change.
 - i. Estimated time for completion (subject to change depending on COUNTY's response date and CONTRACTOR's workload).
 - j. Acceptance criteria
 - k. Estimated time to complete any interfaces.
 - l. Estimated time for any automated conversion programs to process to completion.
- (9) Within fifteen (15) working days of COUNTY's Project Director's receipt of the SDR, COUNTY's Project Director shall, in his sole discretion and in writing, fully approve, fully reject, or conditionally disapprove the SDR. CONTRACTOR

shall, with COUNTY's Project Director's consultation and consent, revise and resubmit any conditionally disapproved SDR.

- (10) Within ten (10) working days of COUNTY's written approval of the SDR, COUNTY's Project Director shall notify CONTRACTOR whether to begin development and implementation of the Custom Programming Modification, unless such period is extended as agreed in writing by CONTRACTOR's Project Director and COUNTY's Project Director.
- (11) Any changes or revisions to COUNTY-approved SDR shall be mutually agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director. The approved SDR, including any agreed changes and revisions, shall be the basis for CONTRACTOR's development of the Custom Programming Modification.

Subtask 11.2 Construct and Test Custom Programming Modifications

CONTRACTOR shall construct and test each Custom Programming Modification in accordance with the applicable COUNTY approved System Design Report. Testing shall include, without limitation, Unit Testing, System Testing, and User Testing in a manner comparable to the test procedures for the System Software. CONTRACTOR shall certify in writing that CONTRACTOR has successfully constructed each Custom Programming Modification completely and accurately based upon the SDR approved by COUNTY in writing pursuant to Subtask 11.1 (Prepare System Design Reports for Custom Modifications), has successfully Unit Tested and System Tested the Custom Programming Modification, has successfully corrected all identified Deficiencies and that the Custom Programming Modification functions as designed, and that the Custom Programming Modification is ready for User Testing. COUNTY, in its sole discretion, may conduct User Testing for each Custom Programming Modification prior to Production Use.

Subtask 11.3 Install and Document Custom Programming Modifications

CONTRACTOR shall install each Custom Programming Modification for Production Use. CONTRACTOR shall provide updates to the Documentation applicable to each Custom Programming Modification and shall also provide written instructions and demonstration on the use of each Custom Programming Modification. For each Custom Programming Modification that CONTRACTOR determines and COUNTY agrees impacts training, CONTRACTOR shall provide a Training Plan for written approval by COUNTY's Project Director, in his sole discretion, updated inserts for the System training materials, and hands-on training classes for designated COUNTY staff.

Deliverable 11.1 System Design Reports for Custom Programming Modifications

CONTRACTOR shall document the System design for each Custom Programming Modification in a System Design Report for each Custom Programming Modification requested by COUNTY.

Deliverable 11.2 Constructed and Tested Custom Programming Modifications

CONTRACTOR shall certify in writing that CONTRACTOR has successfully constructed each Custom Programming Modification based upon the SDR approved by COUNTY in writing pursuant to Deliverable 11.1 (System Design Reports for Custom Programming Modifications), has successfully Unit Tested and System Tested such Custom Programming Modification, has successfully corrected all identified Deficiencies, that the Custom Programming Modification functions as designed, and that such Custom Programming Modification is ready for User Testing. COUNTY, in its sole discretion, may conduct User Testing for each Custom Programming Modification prior to Production Use.

Deliverable 11.3 Production Use of Custom Programming Modifications

CONTRACTOR shall install each Custom Programming Modification for Production Use. CONTRACTOR shall deliver: (1) all object code and related documentation for the Custom Programming Modification and any other impacted Application Software, (2) all documentation and procedures necessary to train Users and maintain the System, including, but not limited to, all Interfaces to any interfacing systems, and (3) all data files and their record layouts for all Interfaces to any interfacing systems.

EXHIBIT A.1, ATTACHMENT A.1
APPLICATION SOFTWARE FUNCTIONAL REQUIREMENTS - QUESTIONNAIRE

ITEM NO.	FUNCTION	RELATED CONTRACTOR PRODUCTS(S)	IDENTIFIER
I. BASELINE APPLICATION SOFTWARE			
A	User Friendliness – Ease of Use	Optima 3 IMS	BAS
1.	The System terminology must be consistent with a screen.	Optima 3 IMS	BAS
2.	The System terminology must be consistent from screen-to-screen.	Optima 3 IMS	BAS
3.	The System terminology must be consistent in on-line help.	Optima 3 IMS	BAS
4.	The System terminology must be consistent in written documentation.	Optima 3 IMS	BAS
5.	System must be user friendly to users of varying levels of computer skill and experience.	Optima 3 IMS	BAS
6.	The System must have on-line help and glossaries.	Optima 3 IMS	BAS
7.	The System must permit users to attach notes to documents.	Optima 3 IMS	BAS
8.	The System must automatically distribute documents to specified work groups.	Optima 3 IMS	BAS
B	Search Capabilities	Optima 3 IMS	BAS
1.	The System must provide access to data by multiple search criteria including, but not limited to: Text Attributes, Key Word Attributes, Specified Dates, and Date Ranges.	Optima 3 IMS	BAS
2.	System must provide for Customer queries to perform repetitive searches.	Optima 3 IMS	BAS
3.	The System must be able to permit viewing of multiple document types.	Optima 3 IMS	BAS
C	Documentation for the System must be kept up to date and include, but not limited to:	Optima 3 IMS	BAS
1.	Data Model	Optima 3 IMS	BAS
2.	Data Flow Diagram	Optima 3 IMS	BAS
3.	Business Rules	Optima 3 IMS	BAS
4.	Input/Output Layout	Optima 3 IMS	BAS
5.	Input/Output Field Description	Optima 3 IMS	BAS
6.	Report Layout	Optima 3 IMS	BAS
7.	Report Field Description	Optima 3 IMS	BAS
8.	Graphical User Interface	Optima 3 IMS	BAS
9.	User Manual	Optima 3 IMS	BAS
D	Security Requirements	Optima 3 IMS	BAS
1.	The System Administrator must have total accessibility to the system.	Optima 3 IMS	BAS
2.	The System must have an automatic log-off feature controlled by the network administrator.	Optima 3 IMS	BAS
3.	The System must allow for automatic password expiration at specified intervals, e.g., every 90 days.	Optima 3 IMS	BAS
4.	The System must allow the user to change his/her own password.	Optima 3 IMS	BAS
5.	The System must validate that passwords are at least eight (8) characters in length.	Optima 3 IMS	BAS
6.	The System must validate that passwords must be a combination of letters and numbers.	Optima 3 IMS	BAS

ITEM NO.	FUNCTION	RELATED CONTRACTOR PRODUCTS(S)	IDENTIFIER
7.	The system must validate that the last three (3) passwords cannot be used when changing a password.	Optima 3 IMS	BAS
8.	The System must lockout a workstation after a specified number of denied log-on attempts.	Optima 3 IMS	BAS
9.	Security Profiles	Optima 3 IMS	BAS
10.	The System must set the Security Profile to define personnel authorized to log on.	Optima 3 IMS	BAS
11.	The System must set the Security Profile to define personnel authorized to add data.	Optima 3 IMS	BAS
12.	The System must set the Security Profile to define personnel authorized to delete data.	Optima 3 IMS	BAS
13.	The System must set the Security Profile to define personnel authorized to change data	Optima 3 IMS	BAS
14.	The System must set the Security Profile to define personnel authorized to view data.	Optima 3 IMS	BAS
15.	The System must set the Security Profile to define personnel authorized to approve data.	Optima 3 IMS	BAS
16.	The System must provide the option to restrict data access for each Security Profile by user identification.	Optima 3 IMS	BAS
17.	The System must provide the option to restrict data access for each Security Profile by screen.	Optima 3 IMS	BAS
18.	The System must provide the option to restrict data access for each Security Profile by field menu.	Optima 3 IMS	BAS
19.	The System must provide the option to restrict data access for each Security Profile by module.	Optima 3 IMS	BAS
20.	The System must provide the option to restrict data access based on user role.	Optima 3 IMS	BAS
E	Technical Requirements	Optima 3 IMS	BAS
1.	The existing network infrastructure that the application will be using is Ethernet with switched 10/1000 Ethernet to the desktop, Gigabyte fiber Ethernet on the backbone, and Cat 5 horizontal wiring for virtual LANS.	Optima 3 IMS	BAS
2.	The System must be Y2K compliant (four-digit years)	Optima 3 IMS	BAS
3.	Windows Functionality	Optima 3 IMS	BAS
4.	The System must be fully integrated with the most current version of Microsoft Word.	Optima 3 IMS	BAS
5.	The System must have multiple screen capabilities	Optima 3 IMS	BAS
6.	The System must have a toolbar.	Optima 3 IMS	BAS
F	Training	Optima 3 IMS	BAS
1.	The Contractor must provide training of TTC Technical Staff and End User personnel including a train the trainer program.	Optima 3 IMS	BAS
2.	The Contractor must remain on-site during the implementation and training phases to ensure the System is working properly and users are properly trained, as determined by the County.	Optima 3 IMS	BAS
G	Error Messages	Optima 3 IMS	BAS

ITEM NO.	FUNCTION	RELATED CONTRACTOR PRODUCTS(S)	IDENTIFIER
1.	The System must allow error messages to have like text across all system modules.	Optima 3 IMS	BAS
2.	The System must allow error messages to have like codes across all system modules.	Optima 3 IMS	BAS
H	Backup and Data Recovery	Optima 3 IMS	BAS
1.	The System must allow for on-line backup with no impact on the usage of the system.	Optima 3 IMS	BAS
2.	The System must allow for off-line backup when the System is not in use.	Optima 3 IMS	BAS
3.	The System must provide utilities and procedures for incremental backups.	Optima 3 IMS	BAS
4.	The System must provide utilities and procedures for a full backup.	Optima 3 IMS	BAS
5.	The System must provide the ability to backup and keep multiple generations of data.	Optima 3 IMS	BAS
6.	The System must provide data restoration utilities and procedures for selected data to be restored.	Optima 3 IMS	BAS
7.	The System must provide data restoration utilities and procedures for a full generation of data.	Optima 3 IMS	BAS
I	The configured System shall store, retrieve, maintain, and display the images, of at a minimum, four hundred (400) document types. The documents that shall be set up (not attached hereto, incorporated herein by reference as Exhibit 1 to this Attachment A.1) are: Property Tax Correspondence, Deposit Reports Parties of interest Report, and Certificates of Participation. All setups shall follow standard setup parameters contained within the System Software:	Optima 3 IMS	BAS
1.	Document I.D.	Optima 3 IMS	BAS
2.	Document Name	Optima 3 IMS	BAS
3.	Document Size	Optima 3 IMS	BAS
4.	Document Sides	Optima 3 IMS	BAS
5.	Document Indexes	Optima 3 IMS	BAS
6.	Document Key Words	Optima 3 IMS	BAS
7.	Document Access Privileges	Optima 3 IMS	BAS
8.	Document Update Rights	Optima 3 IMS	BAS
9.	Document Owner	Optima 3 IMS	BAS
10.	Document Retention Period	Optima 3 IMS	BAS
11.	Document Cross-Referencing	Optima 3 IMS	BAS
12.	Document File Foldering	Optima 3 IMS	BAS
13.	Document Notes Rights	Optima 3 IMS	BAS
14.	Document Staple Rights	Optima 3 IMS	BAS
J	The configured System shall provide Workflow Processing for, at a minimum, ten (10) Work Flow Processes. The Workflow process for Property Tax Correspondence Tracking as shown in Exhibit 2 of this Attachment A.1 shall be set up according to the following standard setup parameters contained within the System Software:	Optima 3 IMS	BAS
1.	Create Workflow Life Cycle a. Establish document queues	Optima 3 IMS	BAS

	b. Establish document routes		
2.	Configure Work	Optima 3 IMS	BAS
ITEM NO.	FUNCTION	RELATED CONTRACTOR PRODUCTS(S)	IDENTIFIER
3.	Configure Tasks	Optima 3 IMS	BAS
4.	Configure Timings	Optima 3 IMS	BAS
5.	Configure Document Types as specified in I.A above.	Optima 3 IMS	BAS
6.	Configure Workflow Rights 1. Access to Workflow Life Cycle 2. Update Rights 3. Notes Rights 4. Reassignment Rights 5. Finalization Rights	Optima 3 IMS	BAS
7.	Configure Workload Balancing	Optima 3 IMS	BAS
K	The configured System shall provide “Cold” processing for, at a minimum, twenty (20) “Cold” import documents. “Cold” import documents shall be set up for the files (not attached hereto, incorporated herein by reference as Exhibit 3 to this Attachment A.1) are: Secured Payment Exception Report, Redemption Payment Exception Report, and Unsecured Payment Exception Report. All setups shall follow standard setup and “auto” indexing standards contained within the System Software.	Optima 3 IMS	BAS
1.	Set up input file format	Optima 3 IMS	BAS
2.	Set up location of stored reports	Optima 3 IMS	BAS
3.	Set up application groupings for stored reports	Optima 3 IMS	BAS
4.	Set up Document Type as specified in I.A above	Optima 3 IMS	BAS
5.	County shall establish a “network” connection to IMS for the input of “Cold” files	Optima 3 IMS	BAS
L	The configured System shall provide “Screen Scrape” processing for, at a minimum, twelve (12) screens utilizing Optima 3 IMS product to provide “Screen Scrape” (hot key) access to any and all document images stored by the IMS System Software and residing on the System Hardware. “Screen Scrape” functionality for the screens (not attached hereto, incorporated herein by reference as Exhibit 4 to this Attachment A.1) are: Substitute Bill Inquiry/Print, Secured Payment History, Tax Database Inquiry-Taxes, Costs, Penalties, Estimate of Delinquent Taxes, Redemption Payment History, Unsecured Tax Bill History, Unsecured Payment History, and Unsecured Prior - Vol/Bill – Last Bill, Unsecured Prior – Vol/Bill – Payment History. All setups shall follow standard setup parameters contained in the System Software.	Optima 3 IMS	BAS
1.	Index Key	Optima 3 IMS	BAS
2.	Key Words	Optima 3 IMS	BAS
3.	Document Groupings	Optima 3 IMS	BAS

M	The configured System shall provide automated Remittance Archive Processing for remittances captured by IMAGE RPS on a daily (workday) basis. The IMAGE RPS remittance images and index files shall automatically be indexed by the System Software and loaded onto the System Hardware.	Optima 3 IMS, IMAGE RPS	BAS
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ITEM NO.	FUNCTION	RELATED CONTRACTOR PRODUCTS(S)	IDENTIFIER
II. CONVERSION			
A	Convert WAUSAU Image Archive	Optima 3 IMS, IMAGE ARCHIVE	BAS
1.	All images and indexes contained in the WAUSAU Image Archive System and databases shall be converted from their existing storage mediums (images are on CD's and indexes are on RAID Disk) for import to Optima IMS.	Optima 3 IMS, IMAGE ARCHIVE	BAS
2.	All images and indexes shall be set up as Document Types as specified in I.A above	Optima 3 IMS, IMAGE ARCHIVE	BAS
3.	All images and indexes that fail to convert shall be reported as conversion exceptions.	Optima 3 IMS, IMAGE ARCHIVE	BAS
4.	Conversion control reports shall be developed to ensure that all converted documents and indexes have been converted accurately or reported as conversion exceptions.	Optima 3 IMS, IMAGE ARCHIVE	BAS
B	Convert Alchemy Image Database	Optima 3 IMS	BAS
1.	All images and indexes contained in the Alchemy Image Database shall be converted from their existing storage mediums. Images are stored on disk in a TIFF Format. Indexes are stored on disk for import to Optima IMS.	Optima 3 IMS	BAS
2.	All images and indexes shall be set up as Document Types as specified in I.A. above.	Optima 3 IMS	BAS
3.	All images and indexes that fail to convert shall be reported as conversion exceptions.	Optima 3 IMS	BAS
4.	Conversion control reports shall be developed to ensure that all converted documents and indexes have been converted accurately or reported as a conversion exception.	Optima 3 IMS	BAS
III. SPECIFICATIONS FOR SYSTEM NETWORK			
A	The Optima IMS server name will be _____ and will be a member server of the TTC Main domain.		
B	The TTC Main domain is run on NT 4.0 via an Ethernet connection.	Optima 3 IMS	BAS
C	All IP addresses will be provided by COUNTY.	Optima 3 IMS	BAS
D	County will provide Network switch, a Cisco 6500, on the TTC Main VLAN	Optima 3 IMS	BAS
E	CONTRACTOR will provide cabling specifications and connector information to COUNTY. The COUNTY network is certified from the panel wall jacks but CONTRACTOR shall be responsible for certifying all patch cables from the panel to the switch and from the wall jacks to the device.	Optima 3 IMS	BAS
F	FTP will be utilized for file Transfers.	Optima 3 IMS	BAS

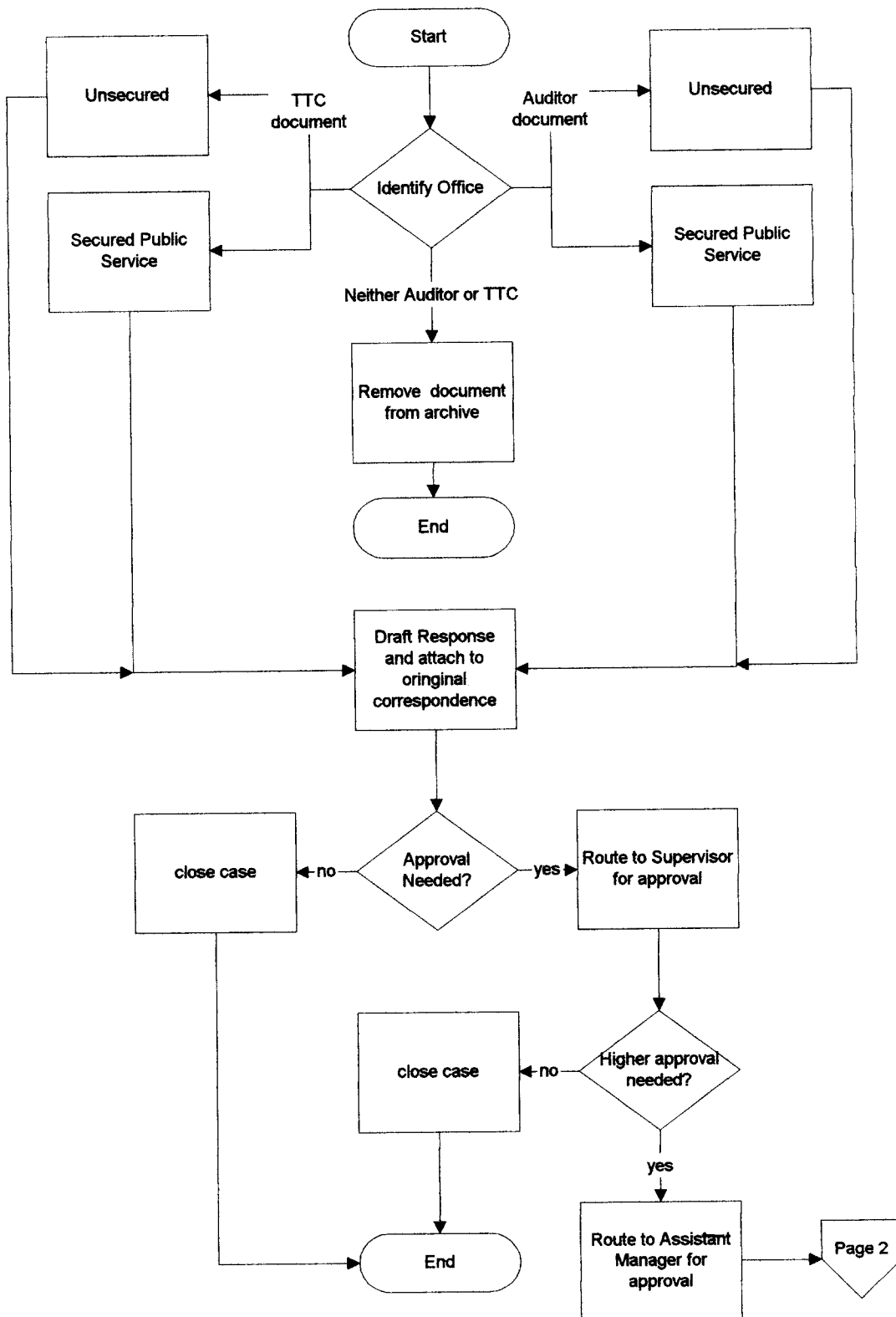
Exhibit 1

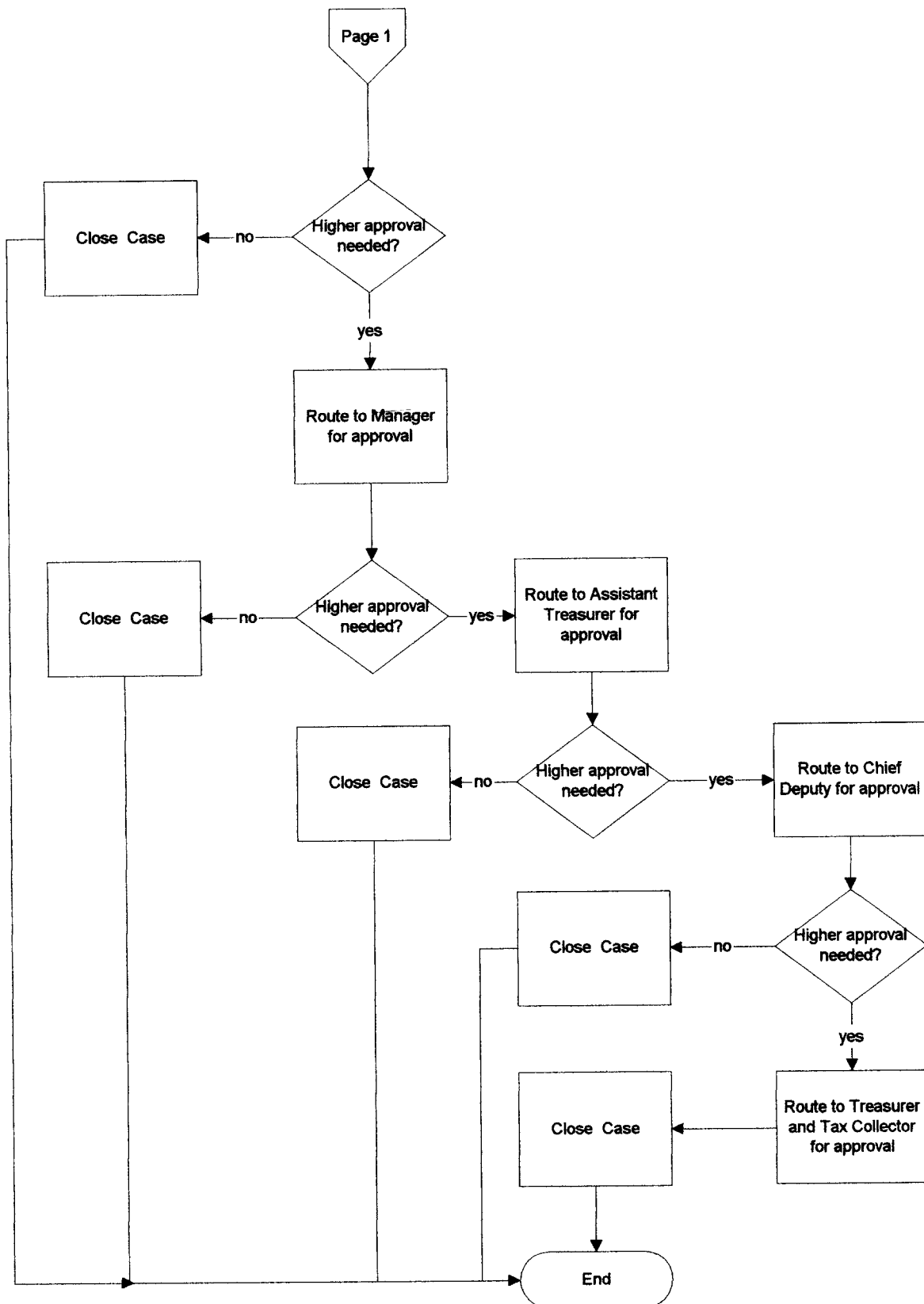
[INTENTIONALLY OMITTED]

Item I: Sample Property Tax Correspondence
 Deposit Reports
 Parties of Interest Report
 Certificates of Participation

Exhibit 2

Item J: Workflow Processing

Treasurer and Tax Collector**Document Imaging**

Treasurer and Tax Collector**Document Imaging**

Treasurer and Tax Collector

Document Imaging

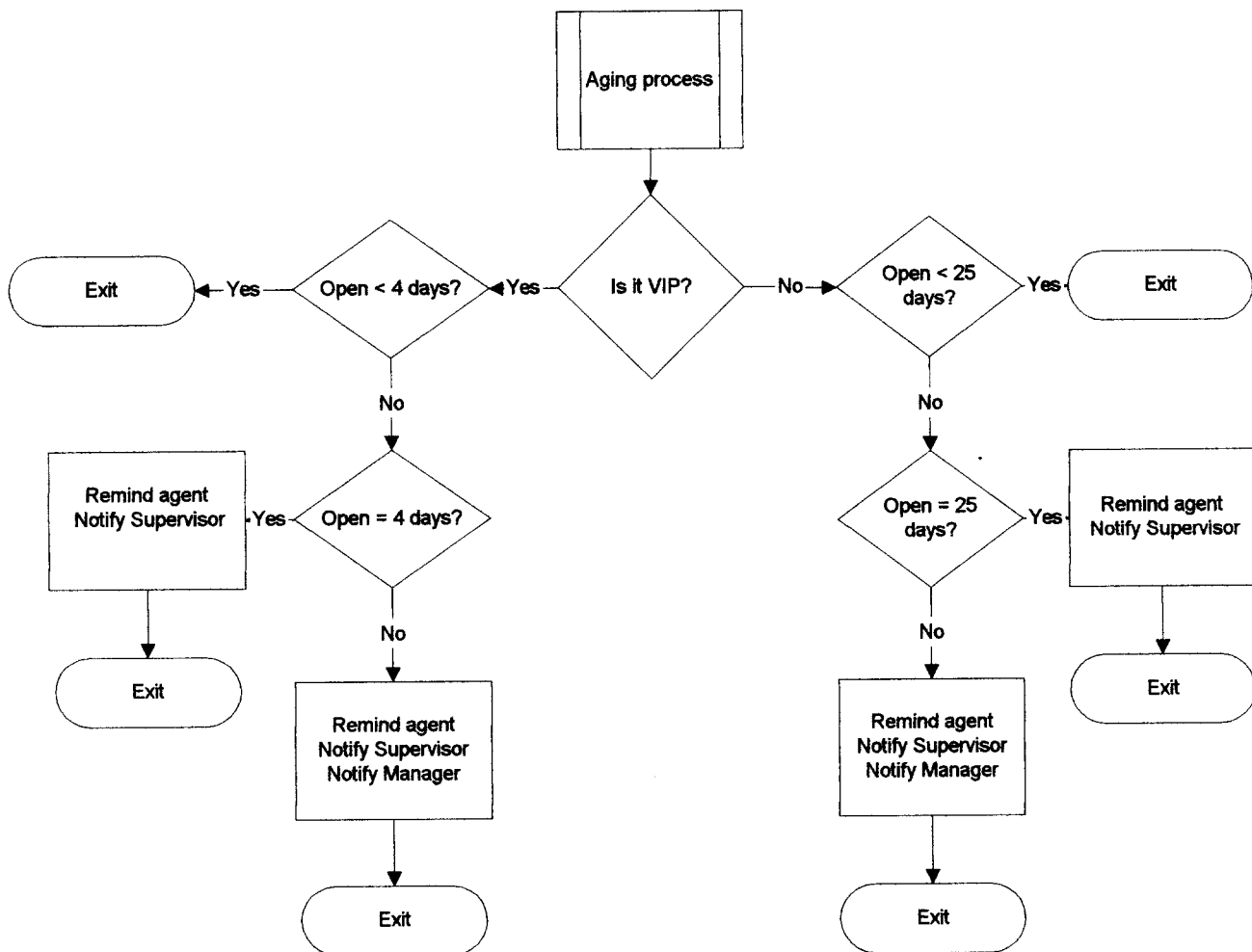


Exhibit 3

[INTENTIONALLY OMITTED]

Item K: Secured Payment Exception Report
 Redemption Payment Exception Report
 Unsecured Payment Exception Report

Exhibit 4

[INTENTIONALLY OMITTED]

Item L: Substitute Bill Inquiry/Print
 Secured Payment History
 Tax Database Inquiry-Taxes, Costs, Penalties
 Estimate of Delinquent Taxes
 Redemption Payment History
 Unsecured Tax Bill History
 Unsecured Payment History
 Unsecured Prior - Vol/Bill - Last Bill
 Unsecured Prior - Vol/Bill - Payment History

EXHIBIT A.1
ATTACHMENT B.1
SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE – OPTIMA 3 IMS

I. SYSTEM HARDWARE:					
A. Optima 3 IMS					
Item No.	Part No. ⁽¹⁾	Description	Qty	Unit Cost	Total Fixed Price
1	91D202DV5	Data cabinet with shelf, keyboards , hdwr	1	6,594	6,594
2	NCR-3237-S001	NCR Minitower and components	2	1,666	3,332
3	KV-S2065W	Panasonic 65 PPM Duplex Scanner	2	9,499	18,998
4	NCR-S29-SR01	NCR Base Rack mounted Server, motherboard, disk, RAID, controller, ethernet adapter & related components	1	9,845	9,845
5	SP-3320-AC	SANnet 3320 Direct Attach RAID, cabinet 180GB Drives, Air Management, and 64 BIT PCI 2 channel SCSI	1	48,280	48,280
6	501991-001	Plasmon 10 slot Ultrium Drive and related accessories	1	12,310	12,310
Optima 3 IMS System Hardware Subtotal					99,359
8.25% Sales Tax					8,197
Maximum Total – Optima 3 IMS - System Hardware					107,556

(1) Items 1, 2, 4, and 5 NCR Corporation, Item 3 Panasonic Corporation, Item 6 Plasmon Corporation.

EXHIBIT A.1
ATTACHMENT B.1
SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE – OPTIMA 3 IMS

II. SYSTEM SOFTWARE					
A. OPERATING SOFTWARE					
1. OPTIMA 3 IMS					
Item No.	Part No. ⁽²⁾	Description	Qty	Unit Cost	Total Fixed Price
7	ES-5000-1002	Kofax Adrenaline Software	2	1,095	2,190
8	TD-456327	Windows 2000 Server with 5 clients	1	999	999
9	464707	ArcServe 2000 Backup NTAdv	1	1,395	1,395
10	TD-483405	Microsoft SQL Server 2000 CPU license	2	4,999	9,998
11	OBIPW1	Multi User Database License (IMS)	1	5,000	5,000
12	SW PATH 3.2 IS	SAN PATH – Storage Network	1	7,194	7,194
13	SW PATH Media	SAN PATH Media Kit	1	95	95
Optima 3 IMS Operating Software Subtotal					26,871
8.25% Sales Tax					2,217
Maximum Total – Optima 3 IMS - Operating Software					29,088

⁽²⁾ Items 8 & 10 Microsoft Corporation, Item 7 Kofax Software, Item 9 Arcserve Software, Item 11 Hyland Software, Items 12 & 13 SAN PATH

EXHIBIT A.1
ATTACHMENT B.1
SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE – OPTIMA 3 IMS

B. BASELINE APPLICATION SOFTWARE					
1. Optima 3 IMS					
Item No.	Part No. ⁽³⁾	Description	Qty	Unit Cost	Total Fixed Price
14	CLIPW1	COLD Processing	1	10,000	10,000
15	DIIPW1	Production Document Imaging 1 st station	1	5,000	5,000
16	DIIPW2	Production Document Imaging Addl stations	1	2,000	2,000
17	ACIPW1-A	Automated CD Authoring	1	4,000	4,000
18	RPIPW1	WFS REMITTANCE PROCESSOR (RPS Import)	1	10,000	10,000
19	WFIPD1	Workflow Departmental Server	1	10,000	10,000
20	WWIPN1	Web Workflow Named Workstation Client	35	500	17,500
21	WFIPC1	Web Workflow Concurrent Client	10	1,000	10,000
22	WTIPW1	IMS Browser	1	10,000	10,000
23	CTIPC1	Concurrent Client (IMS)	84	1,200	100,800
24	CTIPW1	Named Workstation Client (IMS)	15	600	9,000
25	024386	Inet Support Software	1	180	180
26	INET-CLNT	Inet Support Software- Client	1	40	40
27	WINZIP	WINZIP	1	30	30
Optima 3 IMS - Baseline Application Software Subtotal					188,550
8.25% Sales Tax					15,555
Maximum Total – Optima 3 IMS - Baseline Application Software					204,105

⁽³⁾ Items 14 to 24 Hyland Software, Items 25 and 26 Wausau, Item 27 Iomega

**EXHIBIT A.1
ATTACHMENT B.1
SCHEDULE OF SYSTEM HARDWARE AND SYSTEM SOFTWARE – OPTIMA 3 IMS**

C. INTERFACES:					
1. OPTIMA 3 IMS					
Item No.	Part No. ⁽⁴⁾	Description	Qty	Unit Cost	Total Fixed Price
28	HEIPC1	Host Enabler Concurrent Client	84	300	25,200
29	HEIPW1	Host Enabler Named Workstation Client	15	150	2,250
Optima 3 IMS Interfaces - Subtotal					27,450
8.25% Sales Tax					2,265
Maximum Total – Optima 3 IMS - Interfaces					29,715

⁽⁴⁾ Hyland Software

Archive System Implementation	Professional Services	1	44,500	44,500
Archive System Integration	Professional Services	1	6,500	6,500
Archive IMS training	Professional Services	1	3,000	3,000
IMS Professional Services Total				54,000
Travel Expenses				10,000
Freight				1,495
Trade in credit for RPS Image Archive License		1	(32,000)	(32,000)
Grand Total				\$403,959

EXHIBT A.1
ATTACHMENT C.1

OPTIMA 3 IMS
SYSTEM DEFINITIONS

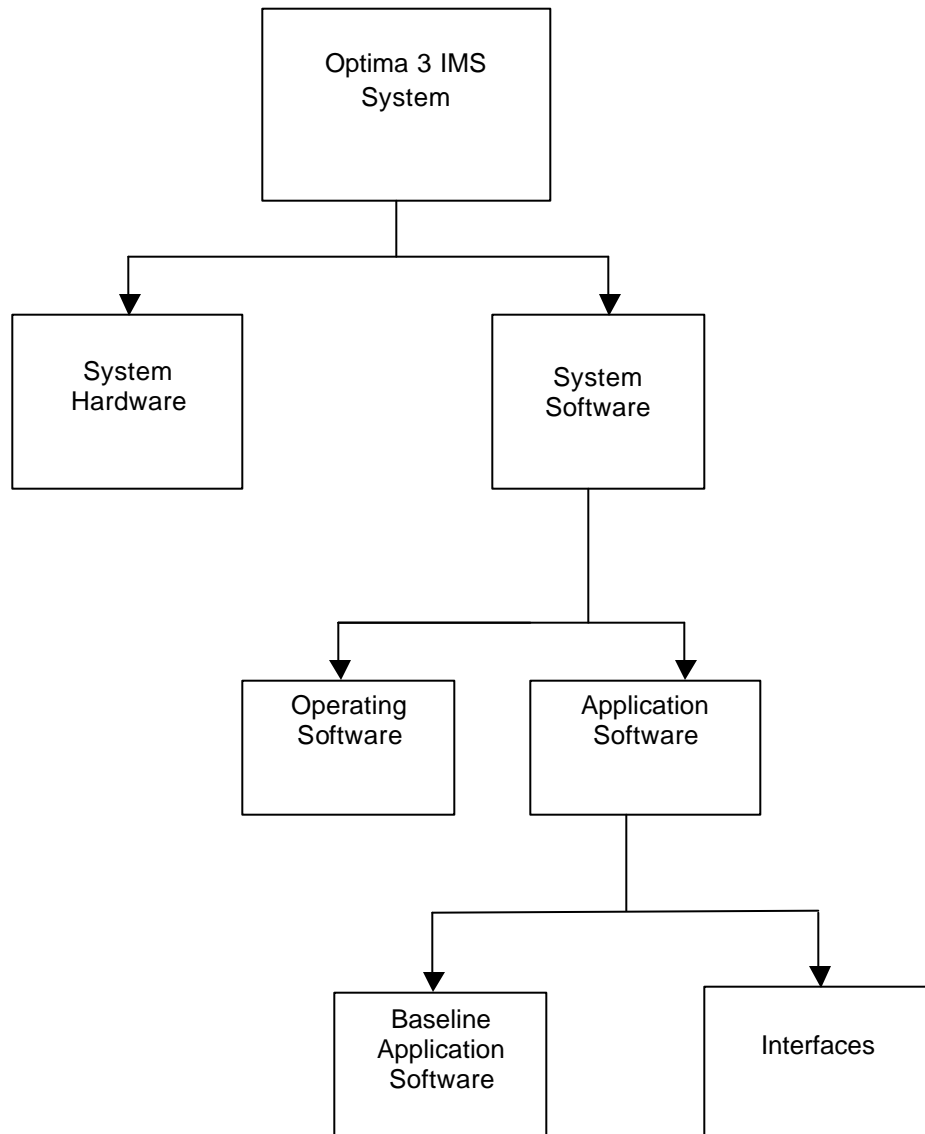


EXHIBIT A.1
ATTACHMENT D.1
RESPONSE TIME WARRANTY ASSUMPTIONS

A. TRANSACTION DESCRIPTION DEFINITIONS

1. Image Retrieval: The elapsed time measured from the prompt entry at the TTC's workstation connected to Optima 3 IMS System Hardware to full display of image of a Completed Transaction at such workstation.
2. End-user Update: The elapsed time measured from the prompt entry at the TTC's workstation connected to Optima 3 lms System Hardware to the response at the TTC's work station confirming the completion of a the transaction.
3. "COLD" Upload: The elapsed time measured from the execution of the "COLD" Import command to the full completion of the update job including the creation of all indexes, the writing of all images to the SANnet storage device, and the display of the Job Completed" message.
4. Check Image Upload: The elapsed time measured from the execution of the Check Image Upload command to the full completion of the update job, including the creation of all indexes, the writing of all images to the SANnet storage device, and the display of the "Job Completed" message.
5. Scanner Capture Rate: The elapsed time measured from the commencement of a document scanning job (consisting of sixty five (65), 8 ½" by 11", single sided, documents) to the display of the "Job Completed" message.

B. OPERATIONAL ASSUMPTIONS

1. Image Retrieval, End-User Update, and Scanner Capture Rate – The System shall be operating at full functionally and shall be in use by all authorized users. The System shall run on the County's Enterprise Network (gigabit Ethernet) and through the County's building wire (Category 5 and switched 10/100 megabit to the desk top).
2. "COLD" Import and Check Image Upload – The Systems on-line functionality shall be off. The file transfer process shall occur over the County's Enterprise Network (gigabit Ethernet) and through the County's building wire (Category 5 wiring and switched 10/100 megabit to the desk top). All System indexing, image writing, back-up and reporting activities, including, without limitation, System backup, standard reporting, and CD burning, shall occur during any given eight (8) consecutive hour shift during a twenty-four (24) hour period.

EXHIBIT A.1
ATTACHMENT E.1
TTC TRAINING

I. INTRODUCTION

CONTRACTOR shall provide training as set forth in Section II (Train County Staff – End Users) and Section III (Train County Staff – Technical Staff) herein.

II. TRAIN COUNTY STAFF – END USERS

CONTRACTOR shall provide training regarding the system for two (2) of TTC's staff in accordance with the subject matters set forth below. Such training shall be conducted at CONTRACTOR'S facility in Mosinee, Wisconsin. Training shall be considered complete when TTC trainees are capable of providing training to System End Users.

- A. Scanning (Document Imaging)
- B. Document Retrieval
 - 1. How Documents are Stored for Research
 - 2. Document Retrieval Methods
 - 3. Document Retrieval Steps
 - 4. Text Search
 - 5. Note Search
 - 6. Search Tips
 - 7. Search Results
 - 8. Context Menu Options
 - 9. Document Display Tips
 - 10. Document Management Tips
 - 11. Custom Queries
 - 12. Cross Referencing

13. Text and Image Retrieval Options

14. Image Only Retrieval Options

15. Text Only Retrieval Options

III. TRAIN COUNTY STAFF – TECHNICAL USERS

CONTRACTOR shall provide training regarding the System for two (2) TTC's Technical Staff in accordance with the subject matters set forth below. Such training shall be conducted in Mosinee, Wisconsin. Training shall be considered complete when the TTC's Technical Staff Trainees are capable of performing the Technical functions contained in the training.

A. Basic Information

1. Archiving
2. System Configuration
3. Database Concepts
4. Archive Process

B. Start-up and Shutdown Procedures

1. Start-up Procedures
2. Shutdown Procedures

C. Image Build and Transfer Process

1. Overview
2. Build and Transfer Steps
3. Image Transfer Troubleshooting

D. Cold Processing

E. Scanning

1. Overview

2. Sweeping
3. Document Imaging Troubleshooting
- F. Statement Process
- G. Archive Volume to Disk
 1. Disk Groups, Concepts and Platter Management Overview
 2. Steps to Creating Back-up Copies
- H. Document Retrieval
 1. How Documents are Stored for Research
 2. Document Retrieval Methods
 3. Document Retrieval Steps
 4. Text Search
 5. Note Search
 6. Search Tips
 7. Search Results
 8. Context Menu Options
 9. Document Display Tips
 10. Document Management Tips
 11. Custom Queries
 12. Cross Referencing
 13. Text and Image Retrieval Options
 14. Image Only Retrieval Options
 15. Text Only Retrieval Options

- I. CD Publishing
- J. User Maintenance
 - 1. User Groups and Rights Configuration
 - 2. Configure Users and Passwords
- K. Troubleshooting
 - 1. Basic System Troubleshooting Tips
 - 2. System Status
 - 3. System Statistics
 - 4. System Reports
 - 5. Transaction Log
- L. Backups and Customer Care
 - 1. System Backups
 - 2. Contact Customer Care

EXHIBIT B.1**SCHEDULE OF PAYMENTS – OPTIMA 3 IMS****I. Deliverables**

<u>DELIVERABLE</u>	<u>DESCRIPTION</u>	<u>MAXIMUM FIXED PRICE</u>
Deliverable 1	Project Control Document	\$
Deliverable 2	Project Status Reports	\$0
Deliverable 3.1	Analyze Current Business Processes	\$0
Deliverable 3.2	Develop Design Document	\$0
Deliverable 3.3	Final Design Document	\$50,000
Deliverable 4.1	Setup and Document the Operating Software and Baseline Application Software	\$
Deliverable 4.2	Unit Tested Setup of the Operating Software and Baseline Application Software	\$0
Deliverable 4.3	System Tested Baseline Application Software	\$130,959
Deliverable 5.1	Data Conversion and Migration Plan	\$0
Deliverable 5.2	Completed Conversion Code	\$
Deliverable 6.1	External Interface Procedures	\$0
Deliverable 6.2	(Intentionally Omitted)	N/A
Deliverable 6.3	Installed and System Tested Interfaces	\$30,000
Deliverable 7.1	Trained County Staff – End Users	\$0
Deliverable 7.2	Trained County Staff – Technical Staff	\$0
Deliverable 7.3	System Documentation	\$
Deliverable 8.1	System Cutover and Permanent Site Setup	\$0
Deliverable 8.2	Installed, Operable & Tested System Hardware at Permanent Site	\$0

ATTACHMENT 7
Exhibit B.1 – Schedule of Payments

<u>DELIVERABLE</u>	<u>DESCRIPTION</u>	<u>MAXIMUM FIXED PRICE</u>
Deliverable 8.3	Installed, Operable & System Tested Software for the System Hardware at Permanent Site	\$0
Deliverable 8.4	Successful User Testing	\$0
Deliverable 8.5	System Cutover to Production Use	\$75,000
Deliverable 8.6	Maintain Production Use of System for Thirty (30) Consecutive Days with No Deficiencies	\$60,000
Deliverable 8.7	Post-Implementation Review Document	\$0
Deliverable 9.1	Performance Benchmark Verification Plan	\$0
Deliverable 9.2	Completion and Documentation of Performance Benchmark Verification	\$58,000
Deliverable 10.1	System Design Reports for Post Implementation Development	\$0
Deliverable 10.2	Constructed and Tested Post Implementation Development	\$0
Deliverable 10.3	Production Use of Post Implementation Development	\$0
Deliverable 11.1	System Design Reports for custom Programming Modifications	\$0
Deliverable 11.2	Constructed and Tested Custom Programming Modifications	\$0
Deliverable 11.3	Production Use of custom Programming Modifications	\$0
Subtotal		\$403,959

II.	Other Professional Services	\$34,751
III.	Maintenance Services	\$97,266
	GRAND TOTAL	\$535,976

Note: Key deliverables are so designated in Bold font.

EXHIBIT C.1**PROJECT SCHEDULE – OPTIMA 3 IMS**

<u>DELIVERABLE</u>	<u>DESCRIPTION</u>	<u>DELIVERY DATE</u>	<u>ASSOCIATED MILESTONE</u>
Deliverable 1	Project Control Document		
Deliverable 2	Project Status Reports & Status Meetings (PRSS)	Ongoing	
Deliverable 3.1	Analyze Current Business Processes	6/10/03	
Deliverable 3.2	Develop Design Document	Ongoing	
Deliverable 3.3	Final Design Document	6/25/03	Milestone 1
Deliverable 4.1	Setup and Document the Operating Software & Baseline Application Software	8/04/03	
Deliverable 4.2	Unit Tested Setup of the Operating Software & Baseline Application Software	8/11/03	
Deliverable 4.3	System Tested Operating Software and Baseline Application Software	8/29/03	Milestone 2
Deliverable 5.1	Data Conversion and Migration Plan	6/25/03	
Deliverable 5.2	Completed Conversion Code	8/11/03	
Deliverable 6.1	External Interface Procedures	6/25/03	
Deliverable 6.2	(Intentionally Omitted)		
Deliverable 6.3	Installed and System Tested Interfaces	9/8/03	Milestone 3
Deliverable 7.1	Trained County Staff – End Users	9/8 – 9/19/03	
Deliverable 7.2	Trained County Staff – Technical Staff	9/8 – 9/19/03	
Deliverable 7.3	System Documentation	9/19/03	
Deliverable 8.1	System Cutover and Permanent Site Setup	9/19/03	
Deliverable 8.2	Installed, Operable & Tested System Hardware at Permanent Site	9/19/03	
Deliverable 8.3	Installed, Operable & System Tested Software for the System Hardware at Permanent Site	9/19/03	
Deliverable 8.4	Successful User Testing	9/15/03	
Deliverable 8.5	System Cutover to Production Use	9/19/03	Milestone 4
Deliverable 8.6	Maintain Production Use of System for Thirty (30) Consecutive Days with No Deficiencies	10/20/03	Milestone 5

ATTACHMENT 8
Exhibit C.1 – Project Schedule

<u>DELIVERABLE</u>	<u>DESCRIPTION</u>	<u>DELIVERY DATE</u>	<u>ASSOCIATED MILESTONE</u>
Deliverable 8.7	Post-Implementation Review Document	10/20/03	
Deliverable 9.1	Performance Benchmark Verification Plan	9/19/03	
Deliverable 9.2	Completion and Documentation of Performance Benchmark Verification	10/20/03	Milestone 6
Deliverable 10.1	System Design Reports for Post Implementation Development	Ongoing	
Deliverable 10.2	Construct and Test Post Implementation Development	Ongoing	
Deliverable 10.3	Production Use of Post Implementation Development	Ongoing	All
Deliverable 11.1	System Design Reports for Custom Programming Modifications	Ongoing	
Deliverable 11.2	Constructed and Tested Custom Programming Modifications	On-going	All
Deliverable 11.3	Production Use of Custom Programming Modifications	On-going	All

Note: Key deliverables are so designated in Bold font and associated with Milestones.

EXHIBIT D.1
SCHEDULE OF MAINTENANCE - OPTIMA 3 IMS

DEFINITIONS:

All capitalized terms not defined herein shall have the meanings set forth in the body of this Agreement.

I. SYSTEM SOFTWARE MAINTENANCE

A. SUPPORT SERVICES

- (1) CONTRACTOR shall: (a) correct the failure of the System Software to operate in accordance with Specifications (such correction of the System Software is hereafter referred to as "Corrective Maintenance", and (b) provide Enhancements as defined in Section A (6) below for the System Software. Hereafter, Corrective Maintenance and Enhancements are collectively referred to as "System Software Support". For purposes of System Software Support, Interfaces, excluding COUNTY-provided software, shall be deemed part of Baseline Application Software and shall receive the same maintenance services. Without limiting the foregoing, System Software Support shall include CONTRACTOR's correction of any failures of the System to meet the Response Times set forth in Subparagraph 10.11 (Response Time Warranty) of the body of the Agreement.
- (2) COUNTY shall receive ongoing support from CONTRACTOR's Help Desk for Application Software and Operating Software. System Software Support entitles COUNTY to receive assistance in problem determination and resolution for System Software.
- (3) CONTRACTOR shall assist COUNTY with those activities comprising problem determination. Problem determination describes, without limitation, the activities associated with engaging in a service request, checking background and change management information, reviewing service activity, assessing issues, trouble shooting and providing a monthly problem tracking and resolution report.
- (4) System Software Support is delivered, managed, and reported through CONTRACTOR's Help Desk. CONTRACTOR shall provide System Software Support via phone support during Help Desk hours (5:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday) and on site System Software Support as needed. The Help Desk shall engage in an initial assessment of the problem. Based on the nature and severity of the issue, System Software Support requests are assigned a service Priority Level by CONTRACTOR and COUNTY. If remote access is required for service, voice and data communications costs are the responsibility of COUNTY.

- (5) Corrective Maintenance shall be performed as follows:
 - a) COUNTY may request Corrective Maintenance by telephone, facsimile, or mail. Requests involving the Help Desk must be made by COUNTY's Project Director or Authorized Personnel (as defined below).
 - b) As part of Corrective Maintenance, COUNTY shall provide CONTRACTOR with information and assistance reasonably requested by CONTRACTOR as necessary to detect, simulate and correct Deficiencies of the System Software to operate in accordance with the terms of the Agreement.
 - c) CONTRACTOR shall initiate Corrective Maintenance within two (2) hours of notification by COUNTY that System Software has Deficiencies or is otherwise impairing COUNTY'S normal business operations.
 - d) CONTRACTOR shall provide Corrective Maintenance from its business premises, except that at CONTRACTOR's option and expense, CONTRACTOR may provide Corrective Maintenance at COUNTY Facility.
 - e) Corrective Maintenance will be provided only for the five (5) most recent major versions of the System Software, which are at any time available to CONTRACTOR'S general client base.
- (6) "Enhancements" shall mean updates, corrections, modifications, new releases and versions of the System Software made available to CONTRACTOR's other customers pursuant to support arrangements similar to the support arrangements provided to COUNTY. Any such Enhancements shall be compatible with Baseline Application Modifications.
- (7) CONTRACTOR shall specify to COUNTY the level of expertise needed by COUNTY personnel to install Enhancements. CONTRACTOR will install all Enhancements with reasonable assistance from COUNTY. All Enhancements shall be provided in a form and with installation instructions sufficient to permit COUNTY to update its documentation of the System.
- (8) In the event that COUNTY adds additional hardware or software components to the System and problems arise, CONTRACTOR will insist that these components be removed from the System before troubleshooting begins.
- (9) In the event CONTRACTOR intends to discontinue System Software Support of any component of System Software, CONTRACTOR shall provide COUNTY with a minimum of two (2) years prior written notice and shall continue System Software Support during such period.

B. TERM AND FEES:

- (1) For the System Software, CONTRACTOR shall provide and COUNTY shall receive System Software Support commencing upon COUNTY's written approval of Deliverable 7.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work – Optima 3 IMS), and continuing for the entire term of the Agreement, unless otherwise terminated in accordance with the provisions of this Agreement.
- (2) For the System Software, Monthly System Software Maintenance Support Fees shall commence on the first day of the Warranty Period for System Software as defined in Paragraph 10 (Warranty) of the body of this Agreement and shall be payable quarterly in advance, unless otherwise provided herein. The amount of the Monthly System Software Maintenance Support Fees shall be in accordance with the Maintenance Fees Schedule attached as Schedule II to this Exhibit D.1 (hereafter referred to as "Maintenance Fees Schedule").

C. COUNTY RESPONSIBILITIES:

COUNTY understands that in order for CONTRACTOR to provide System Software Support, COUNTY:

- (1) Must provide, at COUNTY's expense, a remote dial-up capability to enable CONTRACTOR to access the System from CONTRACTOR's facility;
- (2) Must have COUNTY's Project Director identify Authorized Personnel to serve as COUNTY's support contact. Only Authorized Personnel and COUNTY's Project Director shall be authorized to request and receive System Software Support on behalf of COUNTY. COUNTY may change its Authorized Personnel by written notice to CONTRACTOR; and
- (3) Must provide CONTRACTOR with reasonable access to the System Software, System Hardware and all COUNTY data used by the System Software during the times requested by CONTRACTOR subject to COUNTY access approval policies. COUNTY will not unreasonably withhold such access. Access to such data shall be used exclusively for System Software Support purposes and shall be subject to CONTRACTOR's obligations to protect proprietary information set forth in this Agreement.

II. SYSTEM HARDWARE MAINTENANCE

A. SUPPORT SERVICES:

CONTRACTOR shall inspect the System Hardware on a regular basis and make such repairs, adjustments, replacement of parts, and performance of preventive maintenance as necessary to maintain the System Hardware in good operating condition (hereafter referred to as "System Hardware Maintenance Services"). Maintenance parts shall be furnished on an exchange basis, regardless of when installed by CONTRACTOR, and shall be new or equivalent to new in performance when used in the System Hardware. Without limiting the foregoing, System Hardware

Maintenance Services shall include CONTRACTOR's correction of any failures of the System to meet the Response Times set forth in Subparagraph 10.11 (Response Time Warranty) of the body of the Agreement during the term of this Agreement

Preventive maintenance (scheduled) shall be performed at times mutually agreed by CONTRACTOR and COUNTY. CONTRACTOR shall specify the frequency and duration of preventive maintenance scheduled for the System Hardware, as prescribed by the hardware vendor.

CONTRACTOR shall repair or de-install and replace the System Hardware, or any part thereof, which fails to function resulting in a notification by COUNTY to CONTRACTOR more than four (4) times during any three (3) month period and during such three (3) month period CONTRACTOR has not de-installed and replaced such component of System Hardware, as mutually determined by COUNTY's Project Director and CONTRACTOR's Project Director, then CONTRACTOR shall de-install and replace such component of System Hardware, as mutually determined by COUNTY's Project Director and CONTRACTOR's Project Director.

B. TERM AND FEES:

- (1) For the System Hardware, CONTRACTOR shall provide and COUNTY shall receive System Hardware Maintenance Services commencing upon COUNTY's written approval of Deliverable 8.5 (System Cutover to Production Use) of Exhibit A.1 (Statement of Work – Optima 3 IMS).
- (2) For the System Hardware, Monthly System Hardware Maintenance Support Fees shall commence on the ninetieth (90th) day of the Warranty Period for the System Hardware as defined in Paragraph 10 (Warranty) of the body of this Agreement and shall be payable quarterly in advance, unless otherwise provided herein. The amount of the Monthly System Hardware Maintenance Support Fees shall be in accordance with the Maintenance Fees Schedule.

C. EXCLUSIONS:

System Hardware Maintenance Services do not include: (1) electrical work external to any System Hardware; (2) reinstallation or moving of hardware, options or attachments from original installed location; (3) furnishing of consumable items, supplies and accessories, including, but not limited to, ribbons, paper, cassettes, (not withstanding any other part of this Agreement); (4) replacement of parts or repairs necessitated by wear resulting from other than normal life cycle usage, or damages caused by: accident, negligence or misuse by COUNTY or its agents and employees, or damage due to fires, floods, or other acts of God, or alterations of any sort which are perform by other than CONTRACTOR's personnel, unless approved, in writing, by CONTRACTOR's Project Director; (5) painting or refinishing System Hardware or furnishing material therefor; and (6) repair of damage caused directly or indirectly by operation of the System Hardware outside the temperature, humidity and electrical ranges prescribed by System Hardware manufacturer(s).

D. SYSTEM HARDWARE MAINTENANCE SERVICE TIME:

- (1) Availability of System Hardware Maintenance Services. System Hardware Maintenance Services for Optima 3 IMS System Hardware shall be provided from 8 a.m. to 5 p.m. Pacific Time, Monday through Saturday.

- (2) Service Calls:

CONTRACTOR maintenance personnel except in circumstances that are beyond the control of CONTRACTOR, shall arrive at COUNTY Facility where System Hardware is located during the period described in Section D (1) above within four (4) hours after notification by COUNTY that System Hardware Maintenance Services are required. Notification for purposes of this Section D (2) may be by telephonic communication.

E. COUNTY RESPONSIBILITIES:

- (1) COUNTY will provide CONTRACTOR reasonable access and availability to the System Hardware to perform System Hardware Maintenance Services during the specified period of service coverage. COUNTY will also provide adequate working space and facilities, on a non-exclusive use basis, including, heat, light, ventilation, electrical current and outlets for use by CONTRACTOR maintenance personnel, and adequate storage space, if required, for spare parts. All such facilities will be within a reasonable distance from the System Hardware to be serviced and will be provided at no charge to CONTRACTOR.
- (2) COUNTY will not perform, attempt to perform, or cause to be performed maintenance or repair to such System Hardware receiving System Hardware Maintenance Services, except simple operational maintenance on such System Hardware as may be specified by CONTRACTOR. COUNTY, at CONTRACTOR'S request, shall establish and maintain a hardware environment consistent with such specifications as may be furnished by CONTRACTOR from time to time.

**EXHIBIT D.1
SCHEDULE I
MAINTENANCE SCHEDULE**

I. PROBLEM CORRECTION PRIORITY:

COUNTY and CONTRACTOR shall assign one of the following Priority Levels to each COUNTY service request submitted to CONTRACTOR's Help Desk:

Priority Level	Severity Indicator	Nature of Problem	Response Time Goal ¹	Problem Resolution Time Frame Goal ²
1	Critical Problem	Problem is stopping Production Use.	System Software 30 minutes System Hardware 1 hour	System Software 6 hours System Hardware 8 hours
2	Urgent Problem	Problem is deterring Users from meeting schedules or is increasing time to complete normal business activities.	System Software 30 minutes System Hardware 1 hour	System Software 6 hours System Hardware 8 hours
3	Minor Problem	Inconsistencies or irregularities that cause inconvenience.	System Software 30 minutes System Hardware 1 hour	System Software 6 hours System Hardware 8 hours
4	Issue	Issues involving training, environment issues, assistance with ending data reports, or to schedule future software upgrades.	System Software 30 minutes System Hardware 1 hour	Within fifteen (15) working days or such other period as agreed to between COUNTY's Project Director and CONTRACTOR's Project Director.

¹ Response Time Goal is defined as the time starting when COUNTY logs a call and is given a call tracking number by CONTRACTOR's Help Desk. Response Time Goal ends at the time CONTRACTOR's support technician begins the resolution process (System Software only) or at the time CONTRACTOR's hardware technician arrives at COUNTY Facility (System Hardware only).

² Problem Resolution Time Frame Goal for both System Software and System Hardware is the time from the end of the Resolution Time Goal until the call has either been resolved or a successful work-around has been implemented.

II. PROBLEM ESCALATION PROCESS

For System Hardware Maintenance Services, in the event CONTRACTOR does not meet the assigned Problem Resolution Time Frame Goal, the problem shall be escalated as follows:

- A. At end of the Response Time Goal plus one (1) hour, if no maintenance personnel are on site at COUNTY Facility, an automatic e-mail shall be generated by CONTRACTOR's Support Magic system and sent to CONTRACTOR's call center team on duty, the Field Service Manager for NCR and CONTRACTOR's Partnership Services Manager. Based upon this notification, both NCR and CONTRACTOR's management are aware that COUNTY has placed a System Hardware support call and no maintenance personnel

have appeared at COUNTY Facility (at least, no maintenance personnel have notified CONTRACTOR that they arrived at COUNTY Facility and updated Support Magic. This update is the maintenance personnel's responsibility).

- B. At end of the Response Time Goal plus two (2) hours, if no maintenance personnel are on site at COUNTY Facility, the same group described above shall receive another auto-generated e-mail, plus CONTRACTOR's Vice President of Customer Service shall also be notified via auto-generated e-mail.
- C. At end of the Response Time Goal plus three (3) hours, if no maintenance personnel are on site at COUNTY Facility, the same group described above shall receive another auto-generated e-mail, plus autopages shall be sent to the Field Service Manager for NCR and CONTRACTOR's Partnership Services Manager.
- D. At end of the Response Time Goal plus four (4) hours, if no maintenance personnel are on site at COUNTY Facility, the same group described above shall receive another auto-generated e-mail, plus an auto-page shall be sent to CONTRACTOR's Vice President of Customer Service. Should the call escalate to CONTRACTOR's Vice President of Customer Service, immediate response is normally generated by CONTRACTOR.
- E. In addition to the process above for notification, COUNTY will also have CONTRACTOR's Territory Manager telephone number and CONTRACTOR's Industry Specialist telephone number to contact regarding maintenance issues.

**EXHIBIT D.1
SCHEDULE II
MAINTENANCE FEES SCHEDULE**

I. SYSTEM HARDWARE					
A. OPTIMA 3 IMS					
Item No.	Part No. ⁽¹⁾	Description	Qty	Fixed Unit Cost	Monthly System Hardware Maintenance Support Fee
1	NCR-3237 S001	NCR 3237 Minitower Workstation; HW WARR UPG 3237, 3237 Base Unit Upgrade	2	33.75	67.50
2	KV S2065W	Panasonic 65ppm Duplex Scanner	2	114.08	231.50
3	NCR-S29-SR01	S29 Base Unit Upgrade; HW WARR UPG 3498	1	105.41	105.41
4	SP-3320 AC	SANnet 3320 Raid; HAD-180-U3-7K, 180gb 7000 rpm Ultra3 Disk	1	415.75	415.75
			5	18.10	88.75
5	501991-001	Plasmon 10 slot Ultrium Drive and related accessories (2 nd year only)	1	94.17	94.17
Optima 3 IMS– System Hardware Maximum Monthly Subtotal					1st yr 908.91 2nd yr 1,003.08

**EXHIBIT D.1
SCHEDULE II
MAINTENANCE FEES SCHEDULE**

II. SYSTEM SOFTWARE					
A. OPERATING SOFTWARE					
1. Optima 3 IMS					
Item No.	Part No.	Description	Qty	Fixed Unit Cost	Monthly System Software Maintenance Support Fee
6	ES-5000-1002	Kofax Adrenaline Software	2	17.67	35.33
7	TD-456327	Windows 2000 Server/ 5 Clients	1	15.00	15.00
8	464707	ArcServe 2000 Backup NTAdv	1	21.92	21.92
9	TD-483405	Microsoft SQL Server 2000	2	139.17	278.34
10	OBIPW1	Multi User Database License	1	77.00	77.00
11	SW-PATH3.2-1S	SANpath Storage Network	1	90.00	90.00
12	SW PATH Media	SAN PATH Media	1	0	0
Optima 3 IMS – Operating Software Maximum Monthly Subtotal					517.59

**EXHIBIT D.1
SCHEDULE II
MAINTENANCE FEES SCHEDULE**

B. BASELINE APPLICATION SOFTWARE					
1. Optima 3 IMS					
Item No.	Part No.	Description	Qty	Fixed Unit Cost	Monthly System Software Maintenance Support Fee
13	CLIPW1	COLD Processing	1	160.08	160.08
14	DIIPW1	Production Document Imaging (First Station)	1	80.08	80.08
15	DIIPW2	Production Document Imaging (Additional Stations)	1	32.08	32.08
16	ACIPW1-A	Automated CD Authoring	1	62.42	62.42
17	RPIPW1	WSF Remittance Processor	1	150.00	150.00
18	WFIPD1	Workflow Department Server	1	150.00	150.00
19	WFIPC1	Web Workflow Concurrent Client	10	7.50	75.00
20	WWIPN1	Web Workflow Named Workstation Client	35	7.50	187.50
21	CTIPC1	Concurrent Client (1 – 100) each	84	19.25	1617.00
22	CTIPW1	Named Workstation Client (IMS)	15	9.83	147.50
23	024386	Inet Support Software	1	2.92	2.29
24	INET-CLNT	Inet Support Software – Client	1	.00	.00
25	WINZIP	WinZIP	1	.42	.42
Optima 3 IMS – Baseline Application Software Maximum Monthly Subtotal					2,664.37

**EXHIBIT D.1
SCHEDULE II
MAINTENANCE FEES SCHEDULE**

C. INTERFACES					
1. Optima 3 IMS					
Item No.	Part No. ⁽⁸⁾	Description	Qty	Fixed Unit Cost	Monthly System Software Maintenance Support Fee
26	HEIPC1	Host Enabler Concurrent Client	84	4.75	57.00
27	HEIPW1	Host Enabler Named Workstation Client	15	2.24	36.25
Optima 3 IMS – Interfaces Maximum Monthly Subtotal					93.25

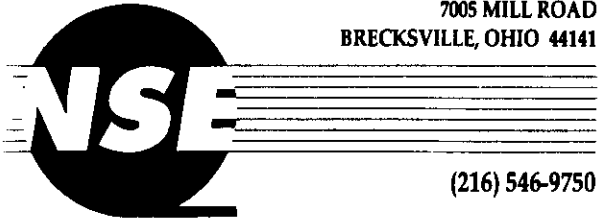
Contingency for additional licenses for items 1 through 27 above as set forth at the fixed unit cost above:

7,000.00

Exhibit D.1 with Schedules I & II

Exhibit J.1

Escrow Agreement – Optima 3 IMS



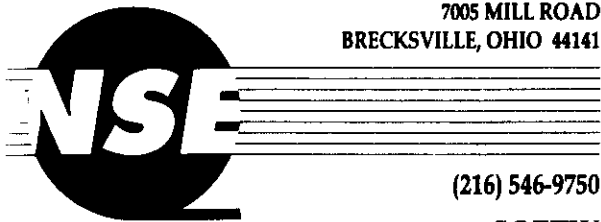
NATIONAL SOFTWARE ESCROW, INC.
7005 MILL ROAD
BRECKSVILLE, OHIO 44141

(216) 546-9750

SOFTWARE ESCROW AGREEMENT NO. 5040

FOR

HYLAND SOFTWARE



NATIONAL SOFTWARE ESCROW, INC.
7005 MILL ROAD
BRECKSVILLE, OHIO 44141

(216) 546-9750

SOFTWARE ESCROW AGREEMENT

NUMBER 5040

This Escrow Agreement made as of this 19th day of October, 1994, among NATIONAL SOFTWARE ESCROW, INC., an Ohio Corporation, ("ESCROW AGENT") and HYLAND SOFTWARE, INC. ("HYLAND").

WHEREAS, HYLAND has and will license the OnBase Information Management System ("SOFTWARE") to end-users (LICENSEE) under HYLAND'S User Software License Agreement attached and incorporated herein as Exhibit A (the "License Agreement"), pursuant to which HYLAND has agreed to grant LICENSEE a license to use the SOFTWARE upon terms and conditions specified in the LICENSE AGREEMENT and,

WHEREAS, HYLAND has and will grants rights to companies to distribute the Software ("RESELLERS") and,

WHEREAS HYLAND desires not to disclose the Source Code and related documentation for the Software except upon certain specific terms and conditions and,

WHEREAS, to assure the continued availability and usefulness of the Software, HYLAND has agreed to establish and maintain in escrow the Source Code and documentation thereof,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1.0 DEPOSIT OF SOURCE CODE

- 1.1 HYLAND agrees to deposit and the ESCROW AGENT agrees to accept the Source Code for the Software as described in Exhibit A, attached hereto and made a part hereof. In addition, from time to time hereafter, HYLAND will deposit with the ESCROW AGENT all necessary and appropriate improvements, revisions, enhancements, or updates for the Source Code so that, at all times, the Source Code will correspond with the Software actually distributed to the LICENSEE or RESELLER. The ESCROW AGENT will issue to HYLAND a receipt for the initial Source Code deposit and for each subsequent deposit.

"Source Code" means only the Source Code as originally deposited, and all revisions, updates or improvements which relate to that original deposit. It is agreed that only a copy of the Source Code need be deposited with the ESCROW AGENT and that this Escrow Agreement relates only to the copy of the Source Code in the possession of the ESCROW AGENT. Nothing in this agreement shall be interpreted to deprive HYLAND of any right, title or interest in the Source Code. However, this agreement will be construed to effectuate its major purpose which is to allow the LICENSEE or RESELLER the continued benefit of the Software if HYLAND fails to perform its obligation as stated herein.

1.2 HYLAND represents and warrants that:

- A. The material described in Form 1.1 attached hereto constitutes the Source Code and documentation of the Software described in Exhibit A.
- B. The Source Code delivered to the ESCROW AGENT is in a form suitable for reproduction by computer equipment, and consists of a full source language statement of the Program or Software comprising the product.
- C. HYLAND will promptly supplement the Source Code with all revisions, corrections, enhancements, or other changes so that the Source Code constitutes a human readable program for the current release of the Software to which this trust agreement relates.
- D. The Source Code delivered to the ESCROW AGENT includes all necessary materials to permit a reasonably skilled third party programmer to recreate executable version(s) of the Software from the Source Code.

- 1.3 ESCROW AGENT shall hold the Source Code in a secure, climatized facility and shall release the same upon the conditions hereinafter provided.

2.0 RELEASE FROM ESCROW

- 2.1 The Escrow Agent is authorized to provide the LICENSEE or RESELLER access to the Source Code in the event of discontinuance of business activities by HYLAND, its successors or assigns.
- 2.2 On the happening of the event described in Paragraph 2.1, the LICENSEE or RESELLER shall give written notice to the ESCROW AGENT and request access to the Source Code. The request shall identify the license or reseller agreement and this Escrow Agreement, shall specify the nature of the request, shall identify the Source Code with reasonable specificity, and shall request the delivery of a complete copy of the Source Code to the LICENSEE or RESELLER.

Upon receipt of the notice the ESCROW AGENT shall send a copy of the notice to HYLAND by certified or registered mail, return receipt requested. If HYLAND desires to dispute the notice, HYLAND shall, within thirty (30) days after receipt thereof, deliver to the ESCROW AGENT a sworn statement advising the ESCROW AGENT that it disputes the request to access to the Source Code.

If the ESCROW AGENT does not receive an affidavit from HYLAND stating that HYLAND does not believe the LICENSEE or RESELLER should have access to the Source Code, the ESCROW AGENT is authorized and directed to provide access to the Source Code to the LICENSEE or RESELLER.

3.0 DISPUTES

- 3.1 If HYLAND files the affidavit in response to the notice disputing the request of access to the Source Code, the following procedures shall be followed:
 - A. HYLAND and the LICENSEE or RESELLER shall meet, at an agreed upon time and place, each being prepared to negotiate in good faith for a reasonable settlement.
 - B. If the dispute cannot be resolved at this meeting, there shall be at least one other meeting, which meeting shall be attended by officers of the respective

companies and a second attempt made to reach a mutually agreeable settlement.

The ESCROW AGENT shall sit in as a neutral observer in each of these two meetings.

- C. If the dispute cannot be resolved at either of these two meetings there shall be an arbitration meeting at which the ESCROW AGENT shall act as the arbitrator. During this additional meeting each party shall have one hour to present the reasons which justify its position. After each party has presented its position, each party shall have an additional half hour for rebuttal or responding. After these presentations the ESCROW AGENT shall, within five business days, make a binding decision as to whether there has or has not been an event that justifies providing the LICENSEE or RESELLER access to the Source Code. If the ESCROW AGENT determines that there is justification for providing access to the Software, it shall immediately give a copy of the Source Code to the LICENSEE or RESELLER, and if it determines that there is not justification for providing access to the Software, it shall continue to hold the Source Code for the benefit of HYLAND.

If either party elects to file any petitions in any court, the ESCROW AGENT shall, nevertheless, take the actions expressly stated hereunder, unless and until a court of competent jurisdiction renders a binding decision directing the ESCROW AGENT to take some other course of action. The ESCROW AGENT is directed to act in accordance with its determination as arbitrator and to be entirely protected from any adverse results of such actions even if a court should later determine their rights differently from the ESCROW AGENT or find some fault with the arbitration process.

4.0 PAYMENT AND INDEMNIFICATION OF THE ESCROW AGENT

- 4.1 The ESCROW AGENT shall be entitled to payment for his services in accordance with Exhibit B, attached hereto and entitled "SOFTWARE ESCROW SYSTEM Price Schedule." That attachment exhibit shall set forth both the ESCROW AGENT'S fees as escrow agent and also, should the ESCROW AGENT be called upon to conduct meetings and/or to act as arbitrator, the fees for those services as well. HYLAND and the LICENSEE or RESELLER agree that all fees payable to the ESCROW AGENT, under the arbitration arrangement, shall be split equally

between them, otherwise each shall pay their respective fees as listed on Exhibit B.

The ESCROW AGENT shall not be obligated or required to examine or inspect the Source Code or any of the additions. The ESCROW AGENT'S obligation shall be limited to providing the same degree of care for the Source Code as he maintains for his valuable documents and those of his customers lodged in the same location.

The ESCROW AGENT shall be protected in acting upon any written notice, request, waiver, consent, receipt, or other paper or document furnished to him not only in assuming its due execution, but also as to the truth of any information contained therein.

5.0 OWNERSHIP OF SOURCE MATERIAL

- 5.1 The legal owner of the tangible medium comprising the escrowed Source Code, but not the Source Code itself nor the documentation and other information embodied in such tangible medium, shall be ESCROW AGENT as soon as such material is received at ESCROW AGENT at all times until the Source Code is returned to HYLAND, subject only to the claims of HYLAND and LICENSEE or RESELLER herein.
- 5.2 ESCROW AGENT recognizes and acknowledges that ownership of the Source Code itself and any programmer documentation (together with all copyright rights and proprietary rights therein) shall remain with HYLAND at all times.
- 5.3 However the escrowed copy in possession of the ESCROW AGENT shall become the ESCROW AGENT'S property for the payment of \$1.00 to HYLAND, to be used only for the fulfillment of this agreement between HYLAND and the LICENSEE.

6.0 TERMINATION

- 6.1 The ESCROW AGENT'S duties with respect to such Source Code shall terminate in any of the following events:

The delivery of the Source Code to the LICENSEE or RESELLER pursuant to Paragraph 2 of the Agreement.

If a copy of the Source Code is delivered to the LICENSEE pursuant to the procedures set forth in this Agreement, ESCROW AGENT'S duties with respect to such Source Code shall terminate on the date of such delivery. In the event the Source Code delivered to LICENSEE includes all licensed Software identified in Form 1.1, this Agreement shall also terminate on the date of such delivery. This Agreement may also be terminated by HYLAND two years after a termination of the License Agreement. In such an event HYLAND may obtain the return of the Source Code by furnishing the ESCROW AGENT with a written notice of termination. Such written notice must be signed by an authorized representative of the LICENSEE.

- 6.2 In the absence of written notice as referred to in Section 2.2 above the Escrow Agreement shall terminate and ESCROW AGENT shall return the Source Code to HYLAND, three months from the date of termination or expiration of the License Agreement. Such date of termination or expiration shall be specified in a written notice to ESCROW AGENT signed by both HYLAND and LICENSEE.
- 6.3 ESCROW AGENT shall be permitted to terminate this Escrow Agreement and return the Source Code to HYLAND for non-payment of its fee upon providing thirty-days written notice to LICENSEE and LICENSEE'S failure to cure such default.

7.0 GENERAL

- 7.1 Except as provided in this Agreement, ESCROW AGENT agrees that it shall not divulge or disclose or otherwise make available to any third person whatsoever, or make any use whatsoever of the Source Code without the express prior written consent of HYLAND.
- 7.2 ESCROW AGENT shall not, by reason of its execution of this Agreement, assume any responsibility or liability for any transactions between HYLAND and LICENSEE or RESELLER other than for the performance of its obligations with respect to the Source Code held by it in accordance with this Agreement. The party on whose behalf, or pursuant to whose directions ESCROW AGENT acts, shall, indemnify and hold harmless ESCROW AGENT from any and all liability, damage, costs or expenses, including reasonable attorney's fees, which may be sustained or incurred by ESCROW AGENT as a result of taking of such action.

- 7.3 ESCROW AGENT HEREBY DISCLAIMS THE UNIFORM COMMERCIAL CODE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER WARRANTIES OF ANY NATURE OR KIND.
- 7.4 ESCROW AGENT'S liability to HYLAND and LICENSEE or RESELLER shall be limited to the safe return of the Source Code to whichever is entitled to it by agreement between them, or pursuant to Article 2.0 of this Escrow Agreement. In no event shall ESCROW AGENT be liable for consequential or other damages to either HYLAND or LICENSEE or RESELLER. Damages shall be limited to (i) replacement of this Source Code media (e.g., blank tapes, cards or disks) and (ii) the sum of all escrow fees previously paid by LICENSEE and DEVELOPER under the terms of this Escrow Agreement.
- 7.5 This Escrow Agreement shall not be waived, amended, or modified except by written agreement of both parties hereto. Any invalidity in whole or in part of any provision of this Escrow Agreement will not affect the validity of any of its other provisions.
- 7.6 All notices required to be given hereunder shall be in writing and shall be given by certified or registered mail, return receipt requested, to the parties at their respective addresses as indicated in this agreement or to such other address that shall be specified in writing in a notice to all of the other parties.
- 7.7 This Escrow Agreement shall be governed by the laws of the State of Ohio.

ACKNOWLEDGED AND ACCEPTED

NATIONAL SOFTWARE ESCROW, INC. ("ESCROW AGENT")

Address: 7005 Mill Road, Brecksville, Ohio 44141

To the Attention of: David P. Baka, President

By: David P. Baka, Pres.

Title: President

HYLAND SOFTWARE ("HYLAND")

Address: 18500 Lake Road, Bridge Building, A-50, Rocky River, OH 44116

To the Attention of: Packy Hyland Sr.

By: Ch. H. L.

Title: VP Operations

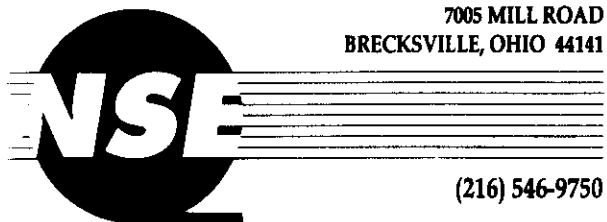


EXHIBIT "A"

Please attach a complete copy of the license agreement for the system covered under Escrow Agreement Number 5040 .



NATIONAL SOFTWARE ESCROW, INC.
7005 MILL ROAD
BRECKSVILLE, OHIO 44141

(216) 546-9750

SOFTWARE SOURCE CODE IDENTIFICATION AND CERTIFICATION

ESCROW FORM 1.1

The undersigned "SOFTWARE DEVELOPER" hereby identifies the following Source Code contained within the package to which this document is attached and certifies to its completeness and accuracy for Escrow Agreement Number 5040.

Program

*ONBASE Information Management System & all
related modules.*

("SOFTWARE DEVELOPER")

By: *Ch H*

Title: *V.P. operations*

Date: *10/26/94*

cc: _____
("SOFTWARE USER")

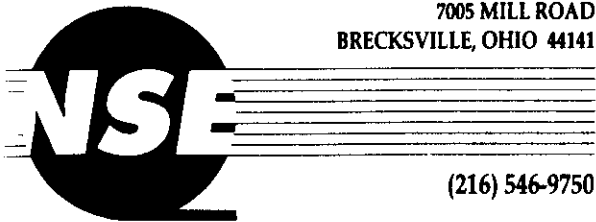


Exhibit B Price Schedule

Developer Fees:

Annual Escrow Fee per set of source codes	1st Year	\$375.00
	Renewal Fee	\$200.00

User Fees:

(Grants Contingent Access to Source Code)	1st Year	\$125.00
	Renewal Fee	\$ 60.00

Vault Charges for Media Storage Including Documentation:

Up to One Cubic Foot	\$90.00/Yr.
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Miscellaneous Fees:

Update Fees per change (Includes notification to covered licensees)	\$50.00
Release Request - Per User (User Request for Release Based Upon Terms and Conditions of Escrow Agreement)	\$100.00
Deposit Release - Per User (Release of Copies of Escrow Materials to User Under Terms and Conditions of Escrow Agreement)	\$200.00

Arbitration Fees:

For Observing Meeting Number One	\$100.00
For Observing Meeting Number Two	\$200.00
To Act as Arbitrator If Third Meeting is Required	\$500.00

Plus All Actual Costs Expended, Including Travel and Lodging If Meetings
Are Held Outside of Escrow Agent's Office.

All Legal Consulting, Reproduction and Other Expenses Will Be
Billed As Agreed Per Occurrence.

**ADDITIONAL "LICENSEE" REGISTRATION
FORM 2.1 AND ESCROW AGREEMENT #5040
ADDENDUM**

1. HYLAND SOFTWARE, INC. ("HYLAND"), having established Software Escrow Agreement #5040 ("Escrow Agreement") with NATIONAL SOFTWARE ESCROW, INC., ("ESCROW AGENT"), hereby designates the following organization ("LICENSEE") as an additional party to that Escrow Agreement entitled to the rights and protections of a "LICENSEE" thereunder:

Company Name: COUNTY OF LOS ANGELES (a political
subdivision of the State of California)

Street Address: Treasurer-Tax Collector
500West Temple Street, Room 434

City, State, Zip: Los Angeles, CA 90012

Attention of: Nancy Morton

Phone: (213) 974-2184

2. HYLAND, the ESCROW AGENT and the LICENSEE also hereby agree to make certain modifications to the Escrow Agreement, solely as it relates to the rights and obligations of HYLAND, the ESCROW AGENT and the LICENSEE as among themselves, and not thereby affecting the rights or obligations of any other "LICENSEE" or "RESELLER" under the Escrow Agreement; to wit:

- 2.1 Section 2.1 of the Escrow Agreement is modified for the benefit of the LICENSEE named above to add the following:

"The ESCROW AGENT also is authorized to provide the LICENSEE named above access to the SOURCE CODE if: (i) at any time during the warranty or maintenance period specified in the Remittance Processing and Image Archive System Agreement dated June 6, 2000, as amended (the License Agreement"), by and between the LICENSEE and WAUSAU FINANCIAL SYSTEMS, INC., an authorized OEM of HYLAND ("OEM"), or during the term of any subsequent agreement between the LICENSEE and OEM providing for the maintenance and support of the Software by OEM, OEM fails or refuses to correct any malfunction, defect or nonconformity in the Software which prevents it from functioning in any material respect in accordance with all specifications, documentation, performance criteria, warranties and descriptions contained in the License Agreement or in any other agreement between OEM and the LICENSEE relating to the Software within ten (10) business days after the LICENSEE's written notice to OEM specifying in reasonable detail in what respects the Software fails to so conform; and after such failure by OEM the LICENSEE

provides written notice to HYLAND of such failure (which notice shall include a copy of the written notice from the LICENSEE to OEM specifying the nonconformity) and HYLAND fails or refuses to correct such malfunction, defect or nonconformity within thirty (30) calendar days after HYLAND's receipt of such notice from the LICENSEE; (ii) OEM fails or refuses to promptly provide revisions, corrections, enhancements, updates, modifications, patches, improvements or other changes to the Software which are required by the License Agreement, and which affect the functions performed by the Software; and after such failure by OEM the LICENSEE provides written notice to HYLAND of such failure (which notice shall specify in reasonable detail in what respects OEM has committed such failure) and HYLAND fails or refuses to provide the foregoing required changes that OEM has failed to provide within thirty (30) calendar days after HYLAND's receipt of such notice from the LICENSEE; (iii) HYLAND becomes insolvent; makes an assignment for the benefit of creditors, or petitions or applies to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; has any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; and in any such case after the occurrence of any of the foregoing events either of the circumstances related to HYLAND and described in clauses (i) or (ii) above shall occur; or (iv) HYLAND undergoes any change in its ownership or control and the controlling person or entity fail or refuse to continue maintenance and support of the Software."

2.2 Section 2.2 of the Escrow Agreement is modified to add the following:

Failure by HYLAND to deliver to the ESCROW AGENT such sworn affidavit of dispute within thirty (30) days of receipt of the LICENSEE's written notice requesting access to the Source Code shall render the LICENSEE's request of access to the Source Code undisputed, upon which event the ESCROW AGENT shall provide to the LICENSEE access to the Source Code.

3. HYLAND grants the ESCROW AGENT the irrevocable right to copy or reproduce the SOURCE CODE being held under the terms of the Escrow Agreement, to be used only for the completion of the terms of the Escrow Agreement, should the need occur.
4. HYLAND, by signing below, authorizes the ESCROW AGENT to issue a copy of the Escrow Agreement to the above named LICENSEE, granting LICENSEE the status of a third party beneficiary under the Escrow Agreement, and all rights and protections of a "LICENSEE" contained in the Escrow Agreement.
5. In the event that the SOURCE CODE is released to the LICENSEE pursuant to the terms of the Escrow Agreement, HYLAND grants the LICENSEE a perpetual (subject to the

terms of the License Agreement), non-assignable, non-exclusive and limited license to the SOURCE CODE, and the LICENSEE agrees that it will use the SOURCE CODE, solely for the purpose of allowing the LICENSEE to obtain and realize the rights and benefits accorded to the LICENSEE with respect to the Software under and in accordance with the terms of the License Agreement; and the LICENSEE agrees that it shall make no other or further use of the SOURCE CODE.

6. HYLAND, by signing below, authorizes the ESCROW AGENT to issue a copy of the Escrow Agreement to the LICENSEE.
7. With respect to the LICENSEE designated above, the User Software Agreement attached and incorporated into the Escrow Agreement as Exhibit A is hereby replaced in its entirety with the License Agreement between the LICENSEE and OEM. A copy of such agreement is hereby attached to this Addendum.

IN WITNESS WHEREOF, the parties have executed this Escrow Form 2.1 and Escrow Agreement #5040 Addendum.

HYLAND SOFTWARE, INC.

NATIONAL SOFTWARE ESCROW, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**COUNTY OF LOS ANGELES
"LICENSEE"**

**APPROVED AS TO FORM:
Lloyd W. Pellman
County Counsel**

By: _____

By: _____

Title: _____

Victoria Mansourian
Senior Associate County Counsel

Date: _____

Date: _____